

SPECIFIC CONDITIONS X4 – CUSTOMER DESIGN AUTHORITY SERVICES

These Specific Conditions govern the Customer Design Authority Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”), which shall be deemed to be incorporated into the Contract for the performance of any Customer Design Authority Services performed under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- “CDA” means Customer Design Authority, as more particularly described in paragraph 44.2;
- “CDA Resource” means one or more Company Personnel who are responsible for the delivery of the Customer Design Authority Services to the Customer, including but not limited to the coordination and leadership of technical resources to support reporting, product roadmaps, technical strategy, strategic advice and/or digital transformation advice and/or support for the Customer;
- “Deliverables” means any deliverables provided to the Customer by the Company (which may include designs, surveys, reports and/or bespoke software) as an output of the Customer Design Authority Services;
- “Customer Design Authority Tier” means the selected level of Customer Design Authority Services (if any) stated in the Order Form, which can be CDA Standard Engagement, CDA Advanced Engagement or CDA Premium Engagement, as more particularly described in Table 1 (Customer Design Authority Tiers) in paragraph 4.1;
- “Customer Design Authority Services” means the Customer Design Authority Services to be provided by the Company to the Customer in accordance with paragraph 4, if detailed in the Order Form; and
- “Statement of Works” means the Order Form or any other relevant contractual document setting out the scope of the Services as referred to in the Order Form.
- 1.2 All other capitalised terms used in these Specific Conditions, which are not defined above, shall have the meanings stated in the Conditions.

2 COMMENCEMENT DATE AND TIME FOR PERFORMANCE

- 2.1 The Commencement Date of the Customer Design Authority Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the Customer Design Authority Services to the Customer.
- 2.2 Any order for Customer Design Authority Services shall be binding on the Customer from the Commencement Date until the date upon which the Company has delivered the Customer Design Authority Services in full.
- 2.3 The Company will use its reasonable endeavours to deliver the Customer Design Authority Services during the period (if any) stated in the Order Form or, if no such period is stated or other time for performance is specified, the Customer Design Authority Services shall be provided within a reasonable time from the Commencement Date.

3 SERVICES

- 3.1 Notwithstanding any other provision in this Contract, including any Statement of Works or other attachment to this Contract, and including any design requirements or performance requirements for a design or solution, the Company shall be under no express or implied fitness for purpose obligation in relation to any Deliverable (including any design or technical specifications) arising from the Customer Design Authority Services. The Company’s design liability (if any) under this Contract shall be limited to the exercise of reasonable skill, care and diligence to be expected of an appropriately qualified person experienced in carrying out designs of a similar nature, size, complexity and value to the scope of the Deliverable.
- 3.2 Unless otherwise stated in the Order Form, the Customer acknowledges that the Deliverables are provided for the sole benefit of the Customer and shall not be disclosed to or shared with any third party by the Customer.
- 3.3 The Customer Design Authority Services shall be performed during Normal Working Hours unless stipulated otherwise in the Order Form. All dates, periods or times specified in this Contract are estimates only and time shall not be (and shall not be capable of being deemed) of the essence for the performance of the Company’s obligations under this Contract.
- 3.4 If the Company becomes aware that it will be unable to meet any times or timetable set out in an Order Form it may notify the Customer of the same, the reason for the delay and provide an estimate of when the relevant Customer Design Authority Services will be performed.
- 3.5 If, for any reason, any Company Personnel engaged in the Customer Design Authority Services become unavailable for the performance of the Customer Design Authority Services, the Company will as soon as reasonably practicable substitute a suitably skilled and experienced replacement.
- 3.6 Any addition, modification or adjustment to the scope of the Customer Design Authority Services agreed in the Order Form or relevant Statement of Works and being provided by the Company must be agreed in writing between the parties.
- 3.7 The parties agree that nothing in this Contract shall render the Company Personnel an employee, worker, agent or partner of the Customer and the parties agree that this is a contract for services and not of employment or secondment of the Company Personnel.
- 3.8 Upon termination of this Contract, or part of this Contract under which the Customer Design Authority Services are provided, the Company will deliver to the Customer any Customer Input Materials and property belonging to the Customer, which may be in the possession or under the control of the Company.

4 CUSTOMER DESIGN AUTHORITY SERVICES

- 4.1 The Company will provide the Customer Design Authority Services in accordance with this paragraph 4 and the Customer Design Authority Tier identified in the Order Form. There are three different types of Customer Design Authority Services: CDA Standard Engagement, CDA Advanced Engagement or CDA Premium Engagement.
- 4.2 Depending on the type of Customer Design Authority Tier specified in the Order Form the Company will provide the Customer Design Authority Services, including organising the direct Customer engagement sessions and providing reports, in accordance with Table 1 below (Customer Design Authority Tiers).

Table 1 – Customer Design Authority Tiers

	Customer Design Authority Tier		
	CDA Standard Engagement	CDA Advanced Engagement	CDA Premium Engagement
Service Element:			
Frequency of roadmap session and reporting analysis	Annual	Quarterly	Quarterly
Number of days for planning and engagement work internally (at a Site of the Company)	Up to 1 (one) day per month	Up to 2 (two) days per month	Up to 5 (five) days per month
Number of days for direct Customer engagement (workshops, meetings, strategy sessions) in accordance with paragraph 4.3	Up to 1 (one) day per quarter	Up to 1 (one) day per month	Up to 2 (two) days per month

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Frequency of Customer Design Authority Services reporting (the content and scope of which is to be agreed between the parties in writing)	Monthly	Monthly	Monthly
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- 4.3 The Customer engagement (including workshops, meetings and other sessions) referred to in Table 1 above (Customer Design Authority Tiers) may be held face to face at a Customer Premises, or at a Site of the Company or virtually, either as a conference call or using video conferencing, as mutually agreed between the parties (each acting reasonably).
- 4.4 Subject to paragraph 4.5, the Customer Design Authority Services may include some or all of the following:
- 4.4.1 advice and support in respect of any new service stabilisation and/or introduction;
 - 4.4.2 future technology and service strategy sessions (brain storming);
 - 4.4.3 future ('roadmap') planning (short, medium and long term), including presenting any Vendor roadmap content that is available and relevant during the roadmap sessions; and
 - 4.4.4 ad-hoc guidance regarding technical requirements.
- 4.5 The Customer Design Authority Services may include advice to the Customer's and/or the Company's service operations and account management teams for technical requirements. However, the Customer Design Authority Services shall not include 'hands on' remediation, co-ordination or management of any deployment, implementation and/or technical issues.
- 4.6 The Company will provide the CDA Resource for the Customer for the Customer Design Authority Services. The Company will use its reasonable endeavours to ensure that any CDA Resource allocated to the Customer is available within Normal Working Hours on reasonable notice to provide the Customer Design Authority Services within the applicable number of days set out in Table 1 (Customer Design Authority Tiers).

5 CUSTOMER OBLIGATIONS

- 5.1 The Customer undertakes to the Company throughout the Term of this Contract (on the request of the Company) to make available for the assistance of the Company in undertaking the Customer Design Authority Services all necessary Customer Input Materials and reasonable assistance relating to the Customer Design Authority Services and/or required to perform the Customer Design Authority Services and provide Customer Representatives familiar with the Customer's programs and/or applications and/or requirements of the Customer Design Authority Services, and shall ensure Customer Representatives will fully co-operate with the Company Personnel to enable the Customer Design Authority Services to be performed.
- 5.2 Upon termination of this Contract the Customer will deliver to the Company all materials and property belonging to the Company, which may be in the possession or under the control of the Customer.

6 CHARGES

- 6.1 The Charges for Customer Design Authority Services are as identified in the Order Form.
- 6.2 Subject to paragraph 6.3, where stated in the Order Form that the Charges for the Customer Design Authority Services will be invoiced monthly in advance, the first invoice will be issued by the Company on or around the Commencement Date and monthly thereafter.
- 6.3 Where stated in the Order Form that the Charges for the Customer Design Authority Services will be invoiced annually in advance, the first invoice will be issued by the Company on or around the Commencement Date and annually thereafter around the anniversary of the Commencement Date.
- 6.4 Unless stated otherwise on an Order Form, in addition to the Charges, the Company will invoice the Customer on a monthly basis in arrears, all other fees, disbursements and other expenses including travel and subsistence incurred by the Company under this Contract together with such additional Charges, which in the Company's discretion (acting reasonably and calculated in accordance with the rates set out in the Order Form), are chargeable as a result of the Customer's instructions or the Company performing additional services at the Customer's request that were not expressly set out in the Order Form or Statement of Works.
- 6.5 The Company will not be obliged to provide the Customer Design Authority Services and/or the Deliverables unless all sums due under this Contract are received as provided for in this Contract.
- 6.6 Where the Customer cancels or rearranges a scheduled meeting or other activity less than five (5) Business Days prior to the scheduled time for such meeting or activity then the Company reserves the right to charge the Customer for the resource that had been allocated to such meeting or activity.
- 6.7 Where the Customer requests any amended date for any scheduled meeting or other activity or other performance of any Customer Design Authority Services less than 10 (ten) Business Days prior to the agreed date for such activity, the Company reserves the right to charge the Customer an additional fee of £300.
- 6.8 Where the Customer cancels or rearranges any scheduled meeting or other activity or other performance of the Customer Design Authority Services less than five (5) Business Days prior to the agreed date for such activity then the Company reserves the right to charge the Customer the greater of: (a) £500; or (b) the full Charges for the resource that had been allocated to such activity (with reasonable evidence of the resource allocated and the applicable Charges).