

Implementation Services

Terms and Conditions

1 INTERPRETATION

- 1.1 In these terms and conditions ("**Conditions**"), words and expressions shall have the same meanings as assigned to them in the FLUIDONE LIMITED Terms of Business, except or as additionally detailed below:

" Deliverable "	means any Document, Product or other material, and any data or other information provided by FLUIDONE LIMITED relating to the Products and or Service;
" Implementation Services "	means a service associated with a Project consisting (as required) of Project Management, Technical Design Authority, Provisioning Service Management, Network Engineering & Installation & On-boarding;
" Maximum Commitment "	means the maximum financial liability of the Customer for any Professional Services contracted on a time and materials basis in a Service Contract. The initial value is detailed in the Service Contract, and can be updated from time to time in writing by the Customer;
" Professional Services "	means the undertaking of tasks for Customer in the areas of audit, troubleshooting, network consultancy, service management and other specific areas utilising the skillsets available to FLUIDONE LIMITED;
" Project "	means the entire activity which is to be accomplished under the Service Contract;
" Project Manager "	means an individual appointed by FLUIDONE LIMITED, who has the overall responsibility for the Project, further defined in Clause 3.2;
" Services "	means the Professional Services or the Implementation Services;

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 SCOPE

- 2.1 These terms and conditions represent Service Specific Terms and Conditions for the supply of Professional and/or Implementation Services by FLUIDONE LIMITED.
- 2.2 Service Contracts are formed as described in clause 3 of the Standard Terms of Business.

3 SUPPLY OF IMPLEMENTATION SERVICES

- 3.1 Where Implementation Services are detailed on the Order Form, FLUIDONE LIMITED will provide Services as detailed in the following clauses to the extent detailed in the Service Contract.
- 3.2 **Project Management.** FLUIDONE LIMITED will provide a Project Manager to manage the delivery of the Customer project. The Project Manager is responsible for implementation of the following from contract award to final acceptance:
- Single point of contact and accountability;
 - Providing the Services according to contractually agreed specifications;
 - Organise a Customer Project Initiation Meeting (CPIM) to confirm scope and constraints of the Project and communicate working practices;
 - Organise progress meetings with the Customer on a regular basis (usually weekly) to report on progress and resolve issues;
 - Establishment and maintenance of plans to control the provision of the Services
 - Liaising with the Customer's project manager/owner;
 - Risk management and mitigation;
 - Coordinate Project team/resources (national and international);
 - Managing subcontractors and internal parties;
 - Managing Change Requests;
 - Managing acceptance procedure;
 - Production of migration plans, as required;
 - Responsible for handover to customer service/billing;
 - Project closure/evaluation meeting.
- 3.3 **Technical Design Authority.** FLUIDONE LIMITED will establish and validate the network design working from the Customer's requirement, and may provide where appropriate, a Statement of Requirements giving a definition of

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all the equipment to be installed or reused on Customer sites, all circuits to be established between sites and any other deliverables from the Project. The Statement of Requirements will document the information and requirements communicated by the Customer and will be presented for approval by the Customer in accordance with Clause 7.7. The Technical Design Authority will cover:

- Identification and analysis of all current physical infrastructure components and configurations, including LAN, WAN, telephony, video and mobile devices;
- Documentation of communications estate;
- Business requirements analysis and specification;
- Documentation of project scope;
- Network design taking into account agreed global architecture and technology standards
- Design, creation and test of configuration templates for the routers
- Establishment of acceptance criteria for the WAN installation.

3.4 **Provisioning Service Management.** For each identified voice and data circuit within the Project, FLUIDONE LIMITED will place orders with the carriers concerned, manage these orders through the survey and planning process, provide weekly updates on progress, manage escalations as necessary and consolidate carrier-provided information for On-boarding. Provisioning Service Management will provide project coordination for installations, moves, adds and changes of data services as well as migration planning and support for data services changes and upgrades

3.5 **Network Engineering & Installation.** FLUIDONE LIMITED will carry out (as necessary) offsite configuration, staging and soak-testing of communications hardware, install and commission the hardware at central and remote sites, carry out acceptance testing of the installed hardware operating with the provided circuits, and will provide an Installation Report documenting the WAN topology, the devices upon it and the characteristics of each device at the point of user acceptance.

3.6 **On-boarding.** For each identified device within the project, FLUIDONE LIMITED will load the necessary device, support, interface and management meta data into the customer infrastructure database held within the network management platform operated by the FLUIDONE LIMITED Network Operations Centre.

3.7 **Migration.** Where an existing WAN is to be replaced, the approach adopted will depend on the number of sites covered as follows (except where the Service Contract specifies otherwise):

3.7.1 Big Bang Migration (less than 10 sites)

Following the installation of the new WAN, FLUIDONE LIMITED will agree a time and date to cut over with the Customer. At the agreed time and date the new routers will be enabled and the Customer informed to disable and cancel the legacy network.

3.7.2 Phased Migration (10 or more sites)

At an early stage in the project, FLUIDONE LIMITED and the Customer will agree the migration strategy taking into account the business priorities of the Customer. In such cases, the HQ site will normally be enabled first, and then each subsequent site added as the relevant links become available.

4 SUPPLY OF PROFESSIONAL SERVICES

4.1 From time to time, Customer may require Professional Services from FLUIDONE LIMITED, either to supplement its own resources with expertise that FLUIDONE LIMITED can provide, or to carry out specific audit, diagnostic, assessment or troubleshooting tasks. Such tasks would normally be carried out on a time and materials basis, but can also be provided by agreement on a fixed price basis.

4.2 In requesting Professional Services from FLUIDONE LIMITED, it is the Customer's responsibility to clearly define the scope of the activity needing to be undertaken, and the timescales generally required. FLUIDONE LIMITED will assist where it can with such definition, but responsibility must remain with the Customer.

4.3 Each Service Contract will state whether the work to be carried out is on a time and materials basis or on a fixed price basis.

4.4 Where work is to be carried out in whole or in part on a time and materials basis, the Service Contract will specify for the time and materials element a Maximum Commitment. The Maximum Commitment will represent the entire financial liability of the Customer for such work, and the Customer is not obliged to make payment for any work carried out exceeding such limit without giving express written permission to FLUIDONE LIMITED.

4.5 If FLUIDONE LIMITED determines that the Maximum Commitment is not sufficient to cover the expected future work, FLUIDONE LIMITED will bring this to the attention of the Customer, who will either increase the Maximum Commitment by notice in writing, or instruct a cessation of the work.

4.6 If the Service Contract is to be carried out on a time & materials basis:

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4.6.1 Any timetable of work and/or delivery dates relating to the whole and each part of the Service Contract shall be deemed to be estimates only; and

4.6.2 FLUIDONE LIMITED gives no undertaking to complete the whole or any part of the Services for a fixed or ascertainable sum and, if such sums are referred to in relation to the Service Contract, they shall be deemed to be estimates only.

4.7 Where work is carried out on a time & materials basis, a record of the chargeable time spent by each FLUIDONE LIMITED consultant utilised on the Service Contract will be maintained and submitted to the Customer together with each invoice.

4.8 Where work is carried out on a fixed price basis, FLUIDONE LIMITED will use reasonable endeavours to provide the Services within the dates agreed. Any additional work required to be provided by FLUIDONE LIMITED which is within the defined scope of the Service Contract will be at the cost of FLUIDONE LIMITED.

5 BULK DAYS

5.1 FLUIDONE LIMITED will offer on request the facility for the Customer to purchase and prepay a number of labour days at a discounted price ("**Bulk Days**"). Where Bulk Days are ordered by the Customer and appear in a Service Contract, the provisions of this Clause 5 shall apply.

5.2 The Customer shall approve the use of Bulk Days by email. Such approval may be for the deduction of a fixed number of Bulk Days from the total available and prepaid by the Customer, or approval to use an undefined number of Bulk Days (i.e. a time and materials arrangement).

5.3 FLUIDONE LIMITED will maintain a record of how any Bulk Days available to the Customer are "spent" including the activities supported and the date that the commitment was approved, together with the outstanding Bulk Days which remain available. FLUIDONE LIMITED will provide a copy of this register on request.

5.4 Bulk Days are valid only for the period detailed in the Service Contract, or for 12 months if not so specified. Any Bulk Days remaining at the end of this period shall expire and can no longer be utilised. No refund will be given for expired Bulk Days.

5.5 Where Bulk Days are used outside of normal business hours, the provisions of Clause 11.4 shall apply e.g. two Bulk Days will be deducted for each day spent working on a Sunday.

6 DOCUMENTATION.

6.1 The following documentation (where appropriate) will be provided in electronic format as part of the Project, unless otherwise agreed with the Customer. The documents will follow FLUIDONE LIMITED -standard formats, as reasonably adapted at FLUIDONE LIMITED 's discretion to meet the aims of the Project, or with such variations as agreed as part of the Service Contract.

6.1.1 **Project Plan.** Established in Excel or as a Gantt chart depending on the size of the Project.

6.1.2 **Statement of Requirements.** This document will ordinarily be established prior to the coming into force of the Service Contract. Work expended to establish the Statement of Requirements is chargeable work under the Service Contract. The document gives a definition of:

- all Customer requirement relating to the Project;
- all equipment to be installed or reused on Customer sites;
- all circuits to be established between sites, including any installed for resilience purposes;
- any configuration to be carried out, on a site by site basis;
- any specific in-life support requirements;
- any other deliverables from the Project; and
- any constraints, limitations, assumptions and Customer dependencies relating to the Project.

6.1.3 **Site Install Plan** Details the acceptance tests to be carried out to determine when the Operational Service Date has been achieved for each component and site;

6.1.4 **Project Handover Information** consisting of:

- Client Project Information Tracker. This document is progressively completed during the Project, with information being shared on a regular basis with the Customer. At the end of the Project, it is complete and provides the information necessary for reference post-implementation, specifically:
 - Detailed device information
 - Circuit information
 - Testing information
- WAN network diagram(s) providing the as-built design
- Maintenance arrangements

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6.1.5 **Site Install Acceptance Form.** The form presented by FLUIDONE LIMITED for Customer acceptance of the delivered Products and Services at an individual site. A Project may generate a number of such Site Install Acceptance Forms for the various elements of the Project.

6.1.6 **Project Completion Acceptance Form.** The form presented by FLUIDONE LIMITED for Customer acceptance of the delivered Products and Services for the overall Project.

- 6.2 Approval of the Statement of Requirements by the Customer is confirmation that the information and requirements within it are complete and accurate for the purposes of delivering the Project. Where the document (or a new version of it) is agreed after signature of the Service Contract, it does not constitute approval of any consequential impact on the Service Contract. Where an approved Statement of Requirements details a scope of work which differs from that given in the Service Contract, a contract amendment must be agreed between the Parties to bring all aspects of the Service Contract into alignment with the Statement of Requirements, including timescales and charges. In such a case, FLUIDONE LIMITED shall not be obliged to proceed with the implementation of the Services until the contract amendment is approved by both parties. If agreement on the contract amendment is not achieved within twenty (20) Business Days (or such other period as is agreed between the Parties), either Party may terminate the Service Contract giving five (5) Business Days' notice in writing. Where such termination occurs, FLUIDONE LIMITED shall be entitled to invoice the Customer for any costs properly incurred or irrevocably committed to the date of termination, and such invoice shall be paid by the Customer with thirty (30) days from the date of invoice.
- 6.3 Documentation provided under Professional Services shall be as defined in the Service Contract.
- 6.4 FLUIDONE LIMITED is entitled to correct any typographical or other errors or omissions in any Document relating to the provision of the Products and or Service ensuring the Customer is notified of the said changes.
- 6.5 FLUIDONE LIMITED may at any time by giving reasonable prior notice to the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

7 ACCEPTANCE

- 7.1 Where FLUIDONE LIMITED provides Implementation Services, the delivery, test and acceptance process shall be achieved on an incremental progressive basis, unless otherwise detailed on the Statement of Requirements. For each element of the supply, a Site Acceptance Plan will be proposed by FLUIDONE LIMITED and presented for approval of the Customer who shall approve the plan without undue delay.
- 7.2 Customer recognises that the acceptance operations of this Clause 7 relate only to the FLUIDONE LIMITED Implementation Services and does not relate to any telecommunications infrastructure provided by carriers. The latter is provided by FLUIDONE LIMITED only on the terms offered by the carriers concerned.
- 7.3 At the times defined in the Site Acceptance Plan, the agreed acceptance tests will be carried out, unless revised with written notice from the Customer or FLUIDONE LIMITED of no less than one (1) week prior to commencement. The Customer has the right to undertake, participate, or witness such tests, but the absence of the Customer shall not invalidate the tests, the results of which will be objectively documented by FLUIDONE LIMITED.
- 7.4 In the event the acceptance tests are successfully carried out and passed in accordance with the Site Acceptance Plan, the elements of the Project relating to the site shall be deemed accepted, and the corresponding payment milestone achieved. A Site Install Acceptance Form shall then be presented by FLUIDONE LIMITED to the Customer and shall be signed immediately before the FLUIDONE LIMITED engineer leaves site. With prior written approval of FLUIDONE LIMITED, the Customer may undertake the acceptance tests as outlined in the Site Acceptance Plan. In such instances the Customer shall without undue delay sign the Site Install Acceptance Form and return to the FLUIDONE LIMITED Project Manager before the end of the working day that installation has taken place, via email only with no exception.
- 7.5 In the event any tests detailed in the Site Acceptance Plan are not passed, FLUIDONE LIMITED will correct the underlying problem, re-publish the affected deliverables and repeat the corresponding individual tests which were not previously successfully carried out, and will repeat the process until all tests are successfully passed. Once successfully passed clause 7.4 shall apply as applicable.
- 7.6 Upon completion of a Project, a Project Completion Acceptance Form will be submitted to the Customer by FLUIDONE LIMITED, via Adobe Echo Sign (unless otherwise agreed between the Parties), to the Customer authorised representative as notified to FLUIDONE LIMITED at the time of the ordered Services. The Customer shall within seven (7) calendar days sign the Project Completion Acceptance Form to signify the Customers acceptance of the overall Project. If the Customer does not sign the Project Completion Acceptance Form within 7 calendar days, without reasonable grounds notified to FLUIDONE LIMITED, the Project shall be deemed accepted on behalf of the Customer. The Customer hereby waives any right or remedy accrued under this Agreement if the Project Completion Acceptance Form is deemed accepted.
- 7.7 Documentation detailed in Clause 6.1 shall be submitted for Customer approval. Other than for the completed Site Acceptance Install Form, Customer will either provide such approval within five (5) Business Days, or provide a detailed list of comments which, when addressed, will render the document acceptable. If necessary FLUIDONE

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LIMITED will re-draft the documentation and provide to the Customer for final approval, who will approve within five (5) Business Days. If the Customer provides no such comments within the above period or does not re-confirm approval, the document is deemed approved and accepted.

- 7.8 Any product, document or facility used for operational or commercial purposes by the Customer shall be deemed to have accepted that product, document or facility, irrespective of whether acceptance tests have been carried out and/or passed, unless otherwise agreed in a Service Contract or as agreed in writing between the Parties.
- 7.9 Where FLUIDONE LIMITED provides Professional Services, the supply shall be deemed complete and accepted upon provision of the ordered services.

8 CUSTOMERS OBLIGATIONS

- 8.1 The successful and timely provision of Services by FLUIDONE LIMITED is dependent upon the Customer's prompt performance of the Customer Obligations, including all of the obligations specified in the Standard Terms of Business, these Implementation Services Terms & Conditions, the responsibilities further described in this Clause 8 and any other such obligation which by its nature is the Customers responsibility and obligation.
- 8.2 Where participation by, or access by FLUIDONE LIMITED to, the Customer's own staff is necessary in relation to the Service Contract and any Services, the Customer agrees that such staff shall be available at the times agreed by the Parties. In reaching such agreement, the Customer shall endeavour to meet any reasonable timetable proposed by FLUIDONE LIMITED. Furthermore, the Customer shall ensure that such staff possess the appropriate skills and experience for the tasks assigned to them.
- 8.3 Where multiple Customer sites are involved in a Project, Customer shall nominate site contacts for each site who will be responsible (all in a timely fashion) for:
 - 8.3.1 providing the necessary information with respect to that site;
 - 8.3.2 arranging access to the site for specific visits by FLUIDONE LIMITED or its suppliers; and
 - 8.3.3 making available any on-site facilities reasonably requested.
- 8.4 The Customer shall at its own expense supply FLUIDONE LIMITED with all information reasonably required by FLUIDONE LIMITED in good time to allow FLUIDONE LIMITED to provide the Implementation Services and will ensure that such information is accurate. Where information has been provided by the Customer is found to be misleading or incorrect, FLUIDONE LIMITED reserves the right to make additional Charges to cover any additional costs thereby incurred as defined in the Standard Terms of Business, Clause 4.4.

9 PROGRESS AND CONTROL

- 9.1 Customer recognises that any time or date named by FLUIDONE LIMITED for the delivery of any Products or performance of any Service is given as a forecast in the light of prevailing conditions and is given and intended as an estimate only. In the event that, for any reason, FLUIDONE LIMITED is unable to supply any Products or Service on or at the time or date named for delivery, such time or date shall be postponed for a reasonable period and such failure shall not constitute a breach of the Service Contract.
- 9.2 FLUIDONE LIMITED may reschedule the Project, and adjust the Charges accordingly, if it is found necessary to re-schedule the Project due to:
 - 9.2.1 Changes to the scope of the Services agreed between the Parties;
 - 9.2.2 Idle time is incurred through lack of or delay in providing information, decisions or resources from the Customer.

10 STAFF

- 10.1 If the Customer requests that any member of FLUIDONE LIMITED staff should cease to perform the Services, it shall notify FLUIDONE LIMITED in writing and state the reasons for the request. If FLUIDONE LIMITED agrees to the request (such agreement not to be unreasonably withheld) the said staff member shall be removed within a reasonable period and FLUIDONE LIMITED shall provide a suitably qualified replacement.

11 CHARGES

- 11.1 Customer shall pay to FLUIDONE LIMITED the amounts specified in the Order Form and any additional sums which are agreed in writing in advance between FLUIDONE LIMITED and the Customer for the provision of the Services or which are required as a result of the Customer's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Customer.
- 11.2 Except as otherwise specified in the Service Contract, invoices will be raised as follows:
 - 11.2.1 Implementation Services will be invoiced 20% on FLUIDONE LIMITED 's acceptance of a Service Contract and 80% on acceptance of the Services in accordance with Clause 7 of these Conditions.

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- 11.2.2 Professional Services will be invoiced monthly in arrears if engaged on a time & materials basis and upon each milestone or completion (as the case may be) if engaged on a fixed price basis.
- 11.2.3 Bulk Days will be invoiced on FLUIDONE LIMITED 's acceptance of a Service Contract.
- 11.3 Invoices will be raised upon provision of the individual elements of the Services to the Customer, unless otherwise specified in the Service Contract. FLUIDONE LIMITED reserves the right to consolidate invoices together into a single invoice where it considers it more efficient to do so.
- 11.4 FLUIDONE LIMITED staff performing Professional Services for the Customer are calculated on the basis of a seven and a half hour day, worked between 9.00 am and 5.30 pm on Business Days (excluding public holidays) at the fee rates specified in the Service Contract, or if not so specified, in Annex 1 to these Conditions, except that:
 - 11.4.1 After 5.30pm on Business Days and on Saturdays, the referenced rates are multiplied by 1.5; and
 - 11.4.2 On Sundays and public holidays, the referenced rates are doubled.
- 11.5 No fees shall be charged for days that are not spent on performing the Professional Services due to statutory and annual holidays, sickness or temporary absence for any other reason.
- 11.6 Any time spent to attend progress meetings held by the Customer by FLUIDONE LIMITED staff shall be deemed chargeable.
- 11.7 Unless otherwise specified on an Order Form, the charges are inclusive of travel, hotel and subsistence expenses.

12 LIABILITY

- 12.1 FLUIDONE LIMITED shall have no liability to the Customer for any loss, damage of any kind, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 12.2 In the event of any action for Infringement or other proceedings being taken against FLUIDONE LIMITED in respect of any material used by FLUIDONE LIMITED in accordance with the Customer's instructions or with the Customer's consent (unless such usage was originally proposed by FLUIDONE LIMITED), the Customer agrees to indemnify, defend and hold harmless FLUIDONE LIMITED against all costs or damages (including legal costs, disbursements and fees) which may be incurred by FLUIDONE LIMITED by reason of such action or proceedings.
- 12.3 Where FLUIDONE LIMITED is agreeing to supply Services acquired or licensed from a third party supplier, the Customer acknowledges that FLUIDONE LIMITED 's obligations to supply and ability to deliver is dependent upon the performance of that supplier and that FLUIDONE LIMITED will, in no event, incur any greater liability to the Customer than the liability of that Supplier to FLUIDONE LIMITED .

13 STANDARD TERMS OF BUSINESS

- 13.1 The FLUIDONE LIMITED Standard Terms of Business applicable at the date of the Services Contract are hereby incorporated by reference which also incorporates these Implementation Services Terms and Conditions.