

Professional Services *Terms and Conditions*

Provision of Professional Services

Vizst Technology Ltd referred to herein as VIZST TECHNOLOGY shall provide to the Client or Prospective Client, professional services for project work based on either a time and materials basis or on a fixed price project basis.

All pricing is agreed and signed off on the client order form which refers to these terms and conditions.

1.1 The Client agrees that it shall:

- (a) Not copy, reproduce, translate, adapt, vary, modify, reverse engineer, decompile, disassemble or create derivative works of any of VIZST TECHNOLOGY products, services or documents without the express consent of VIZST TECHNOLOGY.
- (b) Not share VIZST TECHNOLOGY documents produced in the quoting, design, solution or handover phase with external organisations outside of the clients organisation without the express consent of VIZST TECHNOLOGY.
- (c) Ensure that its employees, sub-contractors and other agents who have authorised access to the systems / software are made aware of the terms of this Agreement if working on the related project.
- (d) Sign and accept a scope of works and/or schedule of works prior to the commencement of the project.
- (e) Signoff the deliverables of the schedule of works or scope of works once the project has been completed.
- (f) Automatically accept a project is signed off as completed 10 working days after notification of a project completion from VIZST TECHNOLOGY. If a query or a dispute is received in relation to the existing agreed project scope and is within the given period then the project will be placed on hold while the issue is resolved. Five days after the resolution of the issue the project will be deemed as completed and signed off.
- (g) Accept that any queries, additions, amendments or disputes that fall outside of the project scope will not be considered to impact the agreed project.
- (h) Any additional amendments or changes to the project scope will be quoted separately and will need to receive an additional signed order.

Fees and Billing

2.1 VIZST TECHNOLOGY will present a clear quote in advance of the project commencing.

2.2 VIZST TECHNOLOGY will raise an invoice for 25% of the quoted labour value with payment due within 7 days. Payment must be received before the project commences

2.3 VIZST TECHNOLOGY will raise an invoice for payment in advance for any software or hardware in relation to the project.

2.4 VIZST TECHNOLOGY will raise subsequent invoices at the relevant milestones for labour outlined in the Scope of works. All invoices will be due within 7 days of the completion of the work.

2.5 Work completed outside of normal business hours (08.30 – 17.30, Monday to Friday excluding public holidays) will be completed at our standard hourly rates. Out of hours work or work completed during weekends or public holidays will be charged as follows:

- Work outside standard business hours Monday-Friday will be charged at 150% of the relevant hourly rate
- Work completed at weekends will be charged at 200% of the relevant hourly rate
- Work completed during public holidays will be charged at 300% of the relevant hourly rate

2.6 VIZST TECHNOLOGY reserves the right not to complete works outside of normal business hours.

2.7 VIZST TECHNOLOGY will invoice for travel and expenses costs incurred during the project at a cost of 45p per mile and hotel costs will be capped at £100 for UK outside of London and £150 for inside London. All expenses costs will be highlighted within the quotation in advance.

2.8 In the event that the client causes, either by election or as a force majeure, any delay to the project that results in agreed delivery deadlines to be missed, or decides to halt works entirely for any reason, VIZST TECHNOLOGY reserve the right to invoice the client for works already completed, including but not limited to; engineering costs, materials, licensing, travel and other expenses.

2.9 As in (2.9), In the event that the client decides to cancel the professional services project once it has commenced, or delays the project for longer than 30 days, VIZST TECHNOLOGY reserve the right to invoice up to the full value of the project.

Professional Services *Terms and Conditions*

2.10 Purchase orders for Services can be cancelled without payment if cancelled 15 working days before the start of an engagement. Purchase orders will be payable at 50% of the quoted value if cancelled within 15 working days before the start of an engagement and banked towards a new or re-scheduled client engagement.

2.11 A scheduled engagement can be postponed without payment if postponed 5 working days before the start of an engagement. If a scheduled engagement is postponed within 5 working days of the start of engagement, 50% of the project labour will be charged, unless the scheduled days and banked towards a new or re-scheduled client engagement.

Warranties

3.1 In performing its obligations under this Agreement, VIZST TECHNOLOGY shall, at all times, exercise the reasonable skill and care of a competent managed service provider and use Best Industry Practice.

3.2 VIZST TECHNOLOGY does not warrant that the operation of any product or service shall be uninterrupted or error free. VIZST TECHNOLOGY does not warrant non-infringement in relation to its products or services.

3.3 VIZST TECHNOLOGY does not warrant that it monitors the content of client data. to this extent VIZST TECHNOLOGY is a mere conduit and all responsibility in relation to the content retained or used in conjunction with or on VIZST TECHNOLOGY services resides solely with the client (including without limitation; licencing, data integrity, data content and data dissemination).

3.4 Excluding Clause 1.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

Intellectual Property Rights

All Intellectual Property Rights in relation to VIZST TECHNOLOGY owned products and Services shall be retained by VIZST TECHNOLOGY. For the avoidance of doubt, no Intellectual Property Rights shall be passed to the Client. VIZST TECHNOLOGY licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Services. If the Agreement terminates, this licence shall automatically terminate.

Confidentiality

5.1 Both Parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the one Party (the "The Client") by the other Party (the "Disclosing Party"), its employees, agents, consultants or subcontractors and any other confidential information concerning the Disclosing Party's business or its Services which the Receiving Party may obtain.

5.2 The Client may disclose such information:

- to its employees, officers, representatives, advisers, agents or subcontractors on a 'need to know' basis for the purposes of carrying out the Receiving Party's obligations under the Contract;
- as may be required by law, court order or any governmental or regulatory authority; or
- in the event that it enters the public domain other than as a result of the act or omission of the Client

5.3 The Client shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Clause.

5.4 The Receiving Party shall not use any such information for any purpose other than to perform its obligations under the Contract.

5.5 All confidential information (including without limitation tools, drawings, specifications, data and other information as advised by VIZST TECHNOLOGY from time to time) supplied by VIZST TECHNOLOGY to the Client shall, at all times, be and remain the exclusive property of VIZST TECHNOLOGY. The Client shall ensure the safe custody until returned to VIZST TECHNOLOGY and shall not be disposed of or used other than in accordance with VIZST TECHNOLOGY's written instructions or authorisation.

5.6 Subject to obtaining the other party's prior written permission (such permission not to be unreasonably delayed or withheld), each party agrees that the other party may refer to a relevant description of the other party's business in any of its marketing material or on its website. Each party grants to the other party a royalty-free licence to use any of the other party's trade names and trademarks solely in connection with such marketing and subject to the other party's prior written approval.

Your *trusted*
technology partner



Professional Services *Terms and Conditions*

