

**TALK TELECOM LTD**

**SERVICE SCHEDULE FOR PROFESSIONAL SERVICES**

**Please read this Service Schedule in conjunction with the Company's Master Services Agreement and Privacy Notice which can be found on the Company's Website.**

The Company's Master Services Agreement, which has been accepted by the Customer, applies to this Service Schedule.

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Service Schedule (**Service Schedule**) the following definitions apply:

<b>Confirmed Change</b>	a change that is carried out under clause 5.2(a) or a Change Request that is approved by the Customer under clause 5.4
<b>Customer Materials</b>	has the meaning given to that term in clause 4.3;
<b>Deliverables</b>	deliverables to be provided by the Company to the Customer under an Order Form which includes the results of provision of the Services, as varied by any Confirmed Changes (and excludes SaaS subscriptions and licensed software which is supplied, where applicable, subject to the applicable SaaS agreement or software licence agreement (by whatever name called), and is not supplied under this Service Schedule);
<b>Master Services Agreement</b>	the Company's Master Services Agreement made available to the Customer at the Company Website at: <a href="https://www.talk-telecom.co.uk/tc2026">https://www.talk-telecom.co.uk/tc2026</a>
<b>Services</b>	the professional services to be provided by the Company to the Customer under an Order Form (and excludes SaaS subscriptions which are supplied, where applicable, subject to the applicable SaaS agreement (by whatever name called));

**2 MASTER SERVICES AGREEMENT**

2.1 This Service Schedule incorporates the terms of the Master Services Agreement. For the avoidance of doubt, in the event of conflict between the Master Services Agreement and the terms of this Service Schedule, the terms of this Service Schedule shall prevail.

2.2 In this Service Schedule, expressions defined in the Master Services Agreement and used in this Service Schedule have the meaning set out in the Master Services Agreement unless otherwise defined herein. The rules of interpretation set out in the Master Services Agreement apply to this Service Schedule.

2.3 The Agreement constitutes the entire agreement between the parties in respect of its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty the Company has made or given, or which has been made or given on the Company's behalf which is not set out in the Agreement.

- 2.4 This Service Schedule and the Master Services Agreement (and any other documents referred to therein) shall apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **3 REQUEST FOR SERVICES**

- 3.1 The Customer may at any time request the Company to provide Services that are generally available from the Company. If the Company cannot provide the requested Services for whatever reason, the Company will notify the Customer.

- 3.2 When the Company receives a request for Services from the Customer:

- (a) The Company will provide the Services at the Company's applicable standard rates
- (b) By issuing an Order Form.

When work is commenced the Company is not confirming that the work will be completed within the maximum time and may issue an Order Form if it appears that a longer time period will be required.

- 3.3 An Agreement is made (which in each case include this Service Schedule) in relation to Services requested by the Customer once the relevant Order Form has been accepted by the Customer.

- 3.4 Where Services and Deliverables are provided in the areas described in clause (c) and (d) below, the Customer acknowledges and accepts that the Services and Deliverables are intended to:

- (a) provide guidance to the Customer;
- (b) reduce risk for the Customer;

and while the Company draws on the Company's relevant experience and skills and information available to the Company, the Company provides no assurance to the Customer that the Services and Deliverables will meet the Customer's requirements or provide a full solution.

For the purposes of this clause 3.4, the relevant areas are:

- (c) cyber security guidance;
- (d) deliverables to address cyber risks.

### **4 CUSTOMER'S OBLIGATIONS**

- 4.1 In addition to the Customer obligations set out in the Master Services Agreement, the Customer will:

- (a) in all matters in relation to each Agreement act reasonably and make reasonable decisions bearing in mind any time constraints specified in the applicable Order Form;

- (b) perform its obligations under the Agreement, make all decisions and provide all sign-offs required of the Customer, and where applicable run acceptance testing, in accordance with the timing in the applicable Order Form;
- (c) make available to the Company in a timely manner (and in accordance with any timeframes which the Customer has agreed to) all facilities and all assistance, including personnel, information, services and equipment reasonably required by the Company;
- (d) where required to provide data to the Company, provide that data in a format suitable for import and otherwise as reasonably requested by the Company;
- (e) meet all of the Customer's obligations as specified in this Service Schedule and in any applicable Order Form.
- (f) provide the Company with such access to its systems as reasonably required by the Company; and
- (g) undertake frequent and adequate data backups (or ensure that these are undertaken). The Customer should ensure that backups are always completed, as well as ensuring the backups are secure and checking that they can be successfully restored.

4.2 The Company has no liability for deficiencies in Services or Deliverables provided to the Customer that result from the acts or omissions of the Customer or which result from provision of the Services or Deliverables in accordance with Customer's instructions.

4.3 The Company may require access to and/or the use of certain software, information and other things owned by the Customer or owned or licensed to the Customer by the Customer's suppliers ("**Customer Materials**") in performing the Services and certain Customer Materials may be provided to the Company to be incorporated into or used in the development of the Deliverables. The Customer represents and warrants to the Company that the Customer has all requisite authority to permit the Company to access and use the Customer Materials as required and that such access and use will not infringe any third party's intellectual property rights. The Customer shall indemnify and defend the Company for all loss, damages and expenses the Company incurs as a result of any claim that the Customer Materials infringes the rights of a third party.

## 5 **VARIATIONS AND CHANGE REQUESTS**

5.1 If the Customer requires any variation to the Deliverables or Services, or any other aspect of an Order Form, the Customer will make a request to the Company, in writing, with relevant details.

5.2 On receipt of a request under clause 5.1, the Company will:

- (a) if the request involves four hours' work or less, confirm to the Customer in writing that the Company will action the request. All work undertaken in carrying out the request will be charged to the Customer at the Company's then current standard hourly rates; or
- (b) if the request involves more than four hours' work advise the Customer that the Customer must submit a change request in respect of the request under clause 5.3, in which case clauses 5.3– 5.5 (inclusive) apply.

- 5.3 The Customer may request a change to or in respect of the Deliverables or Services or any other aspect of an Order Form by issuing to the Company a written change request, which the Company will issue an amended Order Form (“Change Request”).
- 5.4 The Customer has ten Working Days (unless stated otherwise in the Order Form) within which to accept the Order Form (and so confirm that the Customer wishes the Company to proceed with the Change Request) and acceptance must be in writing issued to the Company.
- 5.5 All communications under this clause 5 may be issued by email.

## **6 DELAY AND COST IMPACT**

- 6.1 Unless expressly agreed otherwise in writing, time shall not be of the essence in relation to the Company’s performance.
- 6.2 Where specific timing applies for performance of Services or supply of Deliverables, that timing is extended if:
- (a) a delay by the Customer causes the Company to be delayed in performance of Services or supply of Deliverables; and
  - (b) the Company notifies the Customer of the delay or likelihood of delay as soon as this becomes apparent and provides updated timing details (with such evidence as may be reasonably required by the Customer).
- 6.3 Where there is a change in the Customer personnel involved in an Agreement, and such change in personnel results in delays for the Company in performing its obligations under that Agreement, the Company may on notice to the Customer amend the timing for supply of the Services and Deliverables to take account of that change.

## **7 INTELLECTUAL PROPERTY**

- 7.1 Unless agreed otherwise in an Order Form or otherwise agreed in writing and subject to clause 9.3 and the rights of any third parties, the Customer will own the Intellectual Property in Deliverables specifically created for it by the Company on payment in full for those Deliverables.
- 7.2 Documentation Deliverables: Where the Company prepares documentation under a scoping or discovery Order Form, which describes the design or manner in which a solution will be implemented for the Customer, the Customer is not permitted to provide a copy of such documentation to any third party.

## **8 PERSONNEL**

- 8.1 A situation may arise where one of the Company’s staff members does not work well with one of the Customer’s staff members or contractors. If this arises, the party first aware of the issue will raise this with the other party and the Company will promptly discuss ways to resolve the issue and restore a favourable working relationship.

**9 WARRANTY BY COMPANY**

- 9.1 The Company warrants that it has the ability to perform the agreed Services and that all Services will be performed with due care and skill by people that have the requisite skills, expertise and competency.
- 9.2 The Company will perform the Services to the generally accepted standards of professionalism within the Company's industry. The Company will assign personnel to perform the Services that have the requisite skills, expertise and competency for the project or task.
- 9.3 If a Deliverable includes the production of a document requiring input or information from the Customer, the Company will produce that document from the information available. However, the Company cannot warrant the contents, accuracy or use of such information as the Company relies on information provided by the Customer and third parties.

**10 WARRANTY BY THE CUSTOMER**

- 10.1 The Customer warrants that it has all requisite right, power and authority to enter into each Agreement and to obtain and use the Services and Deliverables supplied under it.
- 10.2 The Customer warrants that it will cooperate with the Company in good faith, provide all information, access to its premises and assistance reasonably requested and comply with its obligations under the Agreement.
- 10.3 The Customer warrants that any equipment provided by it will be in good working order, maintained and suitable for the Services provided by the Company.
- 10.4 The Customer warrants that it has and will maintain all licences and consents necessary for the Company to perform the Services, including the use of all Customer Materials.