

## **SCHEDULE F: BESPOKE PROFESSIONAL SERVICES**

### **1. Bespoke Professional Services Description**

Vysiion's bespoke professional services provides the Customer with professional services as set out in a Statement of Work (SOW) signed with the Customer. The definition of Contract in the General Terms shall be considered amended accordingly to include the SOW. Bespoke Professional Services are provided on a fixed charge basis, not on a time and materials basis.

### **2. Additional Terms**

The following terms and conditions apply to the provision of Bespoke Professional Services by Vysiion in addition to Vysiion's General Terms.

#### **2.1 DEFINITIONS**

2.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

- |                           |  |
|---------------------------|--|
| <b>"Deliverables"</b>     | all materials to be produced and delivered by Vysiion to the Customer pursuant to the provision of the Bespoke Professional Services, as specifically referred to in the Statement of Work;  |
| <b>"Prior Technology"</b> | means any and all Technology incorporated into the Deliverables that is developed or otherwise created by or on behalf of Vysiion or licensed by Vysiion, and which may be improved or modified in the course of developing the Deliverables;  |
| <b>"Technology"</b>       | means algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, inventions, know how, methodologies, multi-media files, object codes, processes, programs, skills, software, techniques, technology, text, tools, and web pages. |

#### **2.2 FEES AND PAYMENT**

- 2.2.1 Vysiion's charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of Vysiion's Professional Services Team in connection with the Bespoke Professional Services to be provided. Such costs and expenses shall be invoiced by Vysiion at cost price and in accordance with the expenses limits as set out in the Statement of Work. Vysiion shall obtain the Customer's approval before incurring any such expense, material or service exceeding any fixed amount agreed with the Customer the Statement of Work or if no amount is so specified then £500 per item;
- 2.2.2 The Customer shall provide Vysiion with prior notice of postponements or delays at least ten (10) Working Days in advance of the scheduled commencement of any professional services activity. If Vysiion is not reasonably able to 'work-around' the postponement or delay, especially in instances where the Service(s) require participation by Customer personnel that become unavailable, Vysiion shall be entitled to charge the Customer for the time lost and the reasonable additional expenses incurred due to such delays or postponements at Vysiion standard hourly rates.

#### **2.3 ADDITIONAL VYSIION OBLIGATIONS**

- 2.3.1 Vysiion shall use reasonable endeavours to manage and complete the Bespoke Professional Services, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Statement of Work.
- 2.3.2 The Customer must notify Vysiion of any failure perform the Services in accordance with the Contract within five (5) days after the relevant performance. Vysiion's entire liability and Customer's sole remedy for Vysiion's failure to so perform shall be for Vysiion to, at its option (acting reasonably), (i) use reasonable efforts to correct such failure, and/or (ii) refund that portion of any fees received that reasonably correspond to such failure to perform.

#### **2.4 CUSTOMER OBLIGATIONS**

- 2.4.1 The Customer shall:
- 2.4.1.1 provide, in sufficient time to enable Vysiion to perform and/or provision the Service(s), such information, co-operation and support as Vysiion may reasonably require pursuant to the Contract and in order to carry out the project and the Service(s) and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and
- 2.4.1.2 provide Vysiion with reasonable office and information technology facilities as are reasonably required by Vysiion to perform its obligations under the Contract; and

- 2.4.1.3 within five (5) Working Days of termination of the Contract, return to Vysiion by same day courier any Prior Technology in the Customer's possession; and
- 2.4.1.4 comply with any Customer responsibilities and obligations set out in the Statement of Work.
- 2.4.2 The Customer shall not (and shall procure that its staff, contractors and agents shall not):
  - 2.4.2.1 allow any unauthorised user or third party access to, or use of, the Prior Technology and shall take all reasonable security measures to prevent the same; and/or
  - 2.4.2.2 add to, modify or interfere in any way with the Prior Technology.
- 2.4.3 The Customer's compliance with this Clause 2.4 shall be entirely at the Customer's cost.

## **2.5 INTELLECTUAL PROPERTY**

- 2.5.1 All Intellectual Property Rights in the Contract (including this Service Document, the Statement of Work and the Deliverables) and any Prior Technology (the "Vysiion Materials") issued or created by Vysiion pursuant to it, shall at all times remain the property of Vysiion.
- 2.5.2 Nothing in the Contract shall act to transfer any Intellectual Property Rights in respect of the Service(s) or the Vysiion Materials to the Customer but Vysiion shall, upon payment in full by the Customer and to the extent that the Vysiion Materials are contained in the Deliverables, licence the right for the Customer to use the Vysiion Materials on a non-exclusive, non-transferable without rights to sub-licence, royalty-free, worldwide basis for the term of the Contract to such an extent it is necessary to do so to enable the Customer to make reasonable use of the Deliverables. The Customer may also make, for internal use only, a reasonable number of copies of the original Deliverables and Vysiion Materials in amounts reasonably necessary for Customer's internal use. The Customer shall not sublicense or otherwise transfer to any third party Vysiion's Materials or the Deliverables and must not modify, alter, decompile, dis-assemble, reverse-engineer, or create derivative works from the Deliverables.
- 2.5.3 The licences granted under this Clause 2.5 shall terminate automatically upon termination of the Contract for any reason.

## **2.6 TERM AND TERMINATION**

- 2.6.1 No Initial Term applies to Bespoke Professional Services.
- 2.6.2 In the event of termination of the Bespoke Professional Services by the Customer and/or the termination of the Contract by the Customer without cause, the Customer shall be liable to pay the following charges for such early termination:
  - a. where cancelled less than 4 days prior to the scheduled commencement of the Service(s)
    - 100% of the Charges due to be paid for the Service(s)
  - b. where cancelled between 4 and 7 days (inclusive) prior to the scheduled commencement date of the Service(s)
    - 75% of the Charges due to be paid for the Service(s)
  - c. where cancelled between 8 and 15 days (inclusive) prior to the scheduled commencement date of the Service(s)
    - 50% of the Charges due to be paid for the Service(s)
  - d. where cancelled more than 16 days prior to the scheduled commencement date of the Service(s)
    - 20% of the Charges due to be paid for the Service(s)
- 2.6.3 Clause 2.2 (Fees and Payment), Clause 2.4 (Customer Obligations), Clause 2.5 (Intellectual Property) and Clause 2.6 (Term and Termination) shall survive termination and continue in full force and effect.

## **2.7 DATA PROCESSING**

- 2.7.1 Where the provision of the Professional Services will result in Vysiion Processing Customer Personal Data, Vysiion will at the Customer's request agree to include a data processing addendum within the Contract setting out such details as the subject-matter of the Processing and the nature of the Processing to be undertaken.