

FIXED PRICE CONTRACT SERVICE LEVEL AGREEMENT (SLA) & SUPPLEMENTARY TERMS & CONDITIONS

1. Definition

Insource will provide Fixed Price technical services and technical and business consultancy Services to the Client. **2.**

Definition of Terms

- “Contingency Order” is an additional order which shall be placed by the Client with Insource, as referenced in clause 7 of this Fixed Price Contract SLA.
- “Event” means scheduled Services under this Fixed Price Contract SLA.
- “Project”, “Piece of Work” refers to the Services to be delivered.
- “Fixed Price”, “Fixed Price Contract”, “Fixed Price Project” refers to the pre-agreed cost for Insource to undertake the Project.
- “Service”, “Services” is the provision of fixed price technical and consultancy services.
- “Specification”, “Statement of Work” refers to the documentation detailing the works and objectives of the Project.
- “SCR” and “DCR” are change request documents for issues and problems relating to work delivered, and for requesting work to be undertaken outside of the Contract.

3. Methods of Delivery

The Services discussed can be provided by one or more of the following methods, as deemed appropriate by Insource:

- | | |
|---------------------|--------------------------|
| i. On-Client site | iv. Remote connection |
| ii. Off-Client site | v. E-mail |
| iii. Telephone | vi. Conference call etc. |

4. The SLA Period

The SLA Period is for the duration of the Project.

5. Services to be Delivered

Services are purchased based on a Fixed Price given by Insource to the Client to deliver a defined Piece of Work for a fixed cost.

A Fixed Price Project will be associated with a detailed Specification for the Services to be undertaken that have been approved by the Client; where there is not an absolute detailed Specification of the work, the Project will be completed to the level of detail as demonstrated in previous similar projects undertaken by Insource for which there is a defined output. This will usually include (but is not limited to) the production of Specifications and documentation within the Insource ISDM™ which has pre-defined sections and content.

6. Omissions and Exceptions

Any omissions within the Specification or Statement of Work will not have been provisioned for and not costed for and therefore will not be completed within the Fixed Price, irrespective of their significance. Any work additional to that defined in the Specification or Statement of Work will be charged for separately. Insource reserves the right to make the final decision in points of contention as to what should be and what should not be included with the Fixed Price Piece of Work in the event that there is ambiguity in the associated documentation or expectation.

7. Contingency

If work is required in addition to that contained within the Fixed Price Contract and it is necessary to run alongside or immediately following on from the Fixed Price work, then a Contingency Order must be placed by the Client with Insource in addition to the Fixed Price Contract, so that financial provision for the additional work has been pre-agreed to enable the Project to run uninterrupted.

8. Scheduling of Time

Access to the Client’s team by Insource is essential in undertaking the Project in an efficient manner. Whilst every effort will be made to accommodate the Client’s other non-Project related activities and their timescales, priority must be given to the Insource project teams as and when required. Meetings, technical briefings, etc. will need to be arranged and should these events be cancelled at short notice by the Client we will try to accommodate these



changes. However, we do reserve the right to charge for these cancellations as compensation for interruption and inefficient use of Insource time.

9. Cancellation Fees

Should the Client wish to cancel scheduled Services/Event, cancellation charges will apply as follows.

Notice Period (prior to commencement date)	Cancellation fee (as a % of multiplied day rate*)
Greater than 5 days	0%
Between 2 and 5 days	50%
Between 1 and 2 days	75%
Less than 1 day	100%

* That being of the Services allocated to that Event

10. Additional Charges

10.1. Ancillary Time Incurred in the provision of Services

The Fixed Price cost will be based on full utilisation of Insource's resources on the Project operating at maximum efficiency with minimum administration and therefore any deviation from this, which is not a direct result of Insource's actions will be charged for separately. This may be as a result of, but is not limited to, reasons such as:

- Full, uninterrupted access to the system not made available by the Client for the full duration of the site visit or dial-in period.
- Missed milestones by the Client.
- Information, personnel and resources from the Client are not made available when required at the agreed times, resulting in lost/wasted time by Insource personnel.
- Failure by the Client (or any Client third party organisation) to complete any related element of its responsibilities.
- Delayed start date.
- Difficulty in making contact with the Client, and persistent non-returning of calls and messages.
- Unscheduled or extraordinary meetings or discussion with the Client relating to the Project.
- The undertaking of unplanned additional work outside of the Fixed Price Contract. These additional charges will be at the rate deemed appropriate to the additional tasks or time incurred.

10.2. Work undertaken outside of the Specification

Should any work whatsoever be required to be undertaken by Insource during the Project that is not part of the Fixed Price Contract, then this must be formally requested by the Client (using SCR or DCR request sheets), quoted for by Insource, with an agreed schedule for the work, and have a method of payment agreed, within the standard terms of this SLA prior to its commencement. No work whatsoever of this nature will be undertaken on an informal basis, even if it necessary to ensure the continuity of the Project. Any work of this nature undertaken at any part of the Project will have an implication on Project milestones and scheduling and would require the Project milestones and the Fixed Price element to be reset accordingly.

11. Working Times

All Fixed Price quotations are calculated on Insource staff working a standard working day and a standard working week. A working day will consist on no more than 7.5 hours, within the times of 8:00am to 6:30pm, UK time, Monday to Friday inclusive, excluding all UK Bank Holidays (Normal Working Hours).

Should work be required to be carried out outside of Normal Working Hours in order to accommodate the Client's requirements that are as a result of anything beyond Insource's control then Insource will levy the following charges for the work:

Period	Day Rate Multiplier*
Outside of Normal Working Hours (Monday to Friday)	1.5
Saturdays	1.5
Sundays	2.0
Bank Holidays	2.0

* That being of the Services allocated to that Event



12. Contacts

The Client must make available at the start of the Project a list of relevant contacts and their respective roles and responsibilities, with details of their availability during the term of the Project.

The Client must nominate and make available at all times a single individual (the Client Project Director) to take full responsibility for taking decisions on behalf of the Client.

13. Responsibilities

Insource are only responsible for providing management to the Insource components of the Projects. The Client must ensure that they have appointed and empowered a suitable Project team and suitably experienced Project managers to manage all of the Client's elements, responsibilities and deliverables of the Project.

14. Project and Milestone sign off

As per the agreed Project Plan, and detailed in the Client Project Kick-off Meeting.

15. Reporting & Monitoring

Insource will provide regular statements detailing the Project's progress on an agreed regular basis through the production of Project Status Reports. The frequency of these reports will be agreed at the commencement of the Project.

16. Invoice schedule

Unless otherwise specified in the contract invoices will be raised as follows:

50% will be invoiced on receipt of order.

40% will be invoiced in equal instalments over the planned duration of the Project.

10% will be invoiced on completion.

17. Payment terms

Except as provided in clause 16 above, payment is due 30 days from date of invoice.

18. Other Conditions

This SLA must be read in conjunction with Insource Limited Standard Terms and Conditions of Trading and the associated Insource Purchase Agreement ("IPA") form. Insource Limited Standard Terms and Conditions are available on our website www.insource.co.uk.