



Master Services Agreement

Icon Solutions (UK) Limited,
Tuition House
27 / 37 St George's Road
Wimbledon
London
SW19 4EU
t. 020 7147 9955
e. solutions@iconsolutions.com
w. www.iconsolutions.com



Master Services Agreement

These Master Services Agreement terms ("Terms") contain the terms and conditions under which we provide our services. We will ask you to agree to this MSA and one or more PCDs, before we begin working with you.

1. Definitions and interpretation in the Agreement:

"**Agreement**" these Terms; any PCDs agreed between the Parties; the Schedules to these Terms insofar as applied by a PCD; and any amendments to them from time to time;

"**Business Day**" any week day, other than a bank or public holiday in England;

"**Business Hours**" between 09:00 and 17:30 on a Business Day;

"**Charges**" the amounts payable by the Customer to Icon under or in relation to the Agreement (as set out in the Schedules and PCDs);

"**Customer Data**" the data inputted or owned by the Customer or inputted on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

"**Icon**" means Icon Solutions (UK) Limited;

"**Commencement Date**" means the date of execution of the Agreement;

"**Confidential Information**" means: (a) any information supplied (whether supplied in writing, orally or otherwise) by one Party to the other Party marked as "confidential", described as "confidential" or reasonably understood to be confidential;

"**Customer**" means the company, firm or person specified in the PCD; also a "Party" and together with Icon, collectively "the Parties".

"**Customer Environment**" the Customer's IT infrastructure;

"**Day Rate**" the day rate for Icon employees as specified in a PCD or otherwise as applicable from time to time.

"**Deliverables**" any products, software and materials supplied or developed by Icon in relation to any PCD in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts);

"**Documentation**" the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by Icon as detailed in the PCD;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Intellectual Property Rights**" patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"**Initial Term**" means a period of 12 months starting on the Commencement Date;

"**Project Plan**" a detailed plan describing any project to be completed by Icon as part of the Services and setting out the Deliverables to be provided, the estimated timetable (including any project milestone dates) and responsibilities for the provision of Services by Icon in accordance with the PCD.

"**Schedules**" means the schedules attached to these Terms;

"**Services**" means the services, including but not limited to the Deliverables to be provided under the Agreement as more particularly described in the Schedules and any PCDs;

"**Service Levels**" Icon's agreed service levels for providing Services as detailed in a Service Level Agreement or otherwise in a PCD.

"**Service Level Agreement**" Icon's policy for providing support services in relation to the Services as detailed in any PCD;

"**Specification**" the specification of the Services which describes the facilities, functions and performance of Deliverables as detailed in any PCD

"**PCD**" means a Purchase Confirmation Document signed by each of the Parties detailing the scope of the Services, any Project Plan, Specification and any related Charges or other matters relating to (and incorporating) the Agreement;

"**Term**" means the term of the Agreement.

In this Agreement, a reference to a statute or statutory provision includes a reference to: (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (b) any subordinate legislation made under that statute or statutory provision. The Clause headings do not affect the interpretation of the Agreement. Clause,

schedule and paragraph headings shall not affect the interpretation of this Agreement. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it. A reference to writing or written includes faxes but not e-mail. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

These conditions shall prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

In the event of a conflict between the terms and conditions of this Master Services Agreement ("MSA"), the PCD ("PCD") or any Service Level Agreement ("SLA"), the following order of preference shall prevail: 1) PCD, 2) MSA, 3) SLA.

2. Services.

This Agreement together with any PCD and Service Level Agreements will operate as a framework agreement which defines the contractual terms and conditions under which Icon will supply Services to the Customer. Whilst this Agreement remains in force the Parties shall agree the provision of Services as set out in a PCD which shall be governed by and be subject to, the terms and conditions of this Agreement.

Icon undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care and shall from the Commencement Date and throughout the Term and any Renewal Term, provide the Services to the Customer on and subject to the terms of this Agreement and any PCD. Any dates quoted for delivery of Services are approximate only, and unless otherwise agreed between the Parties in the PCD the time of delivery is not of the essence.

During the Term, where agreed in a PCD, Icon will, as part of the Services, provide the Customer with Icon's standard customer support services during Business Hours in accordance with Icon's Service Level Agreement in effect at the time that the Services are provided.

If Icon's performance of its obligations under this Agreement is hindered, prevented or delayed by any act or omission of the Customer, the Customer's agents, sub-contractors or employees, the Customer will be liable to pay Icon on demand all reasonable costs, charges or losses sustained or incurred by it (including consequential losses, and loss of opportunity to use Icon resources elsewhere), subject to Icon confirming such costs, charges and losses to the Customer in writing.

3. Customer obligations.

The Customer will: (i) provide Icon with all timely co-operation, information, access (including to Customer personnel assistance, access to premises, office accommodation and other facilities), data and documentation requested for the provision of the Services and ensure that such information is accurate in all material respects; and, (ii) appoint a customer representative who shall have the authority to contractually bind the Customer on matters relating to the Services (iii) be responsible for procuring any third party co-operation reasonably required for the provision of the Services and be responsible (at its own cost) for preparing the relevant premises and the Customer Environment for the provision of Services; and, (iv) comply with all applicable laws and regulations with respect to its activities under this Agreement;

Unless otherwise agreed, the Customer will be responsible for obtaining and maintaining all necessary licences, consents, and permissions necessary (including but not limited to licenses for third party software) for Icon, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

The Customer will take all reasonable and usual precaution to safeguard and maintain the Customer Environment, including taking regular and useable backups to ensure against data loss, operating firewalls and virus checks and implementing effective and appropriate data security in respect to the provision and receipt of Services.



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In the event of any delays in the Customer's provision of such assistance as agreed by the Parties or a failure to comply with the above paragraph, without prejudice to its rights under clause 2 above, Icon may adjust any agreed timetable or delivery schedule as reasonably necessary.

4. Acceptance

Where applicable in a PCD the Parties shall, no later than 30 days from the date of signature of such PCD, agree acceptance tests for the Deliverable which shall be attached to the PCD. These criteria and data ("Acceptance Tests") shall be such as are reasonably required to show that the Deliverable complies with any Specification agreed between the Parties. Acceptance of a Deliverable shall be deemed to have occurred on the expiry of five days after the completion of all the Acceptance Tests, unless the Customer has given written notice to Icon that the Deliverable has failed to pass the Acceptance Tests.

5. Change Control

If either Party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

If either Party requests a change to the scope or execution of the Services, Icon shall, within a reasonable time, provide a written estimate to the Customer of: (a) the likely time required to implement the change; (b) any variations to Icon's Charges arising from the change; (c) the likely effect of the change on the Project Plan or any timetable in a PCD; and, (d) any other impact of the change on the terms of the Agreement or PCD.

If Icon requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it. If the Customer wishes Icon to proceed with the change, Icon has no obligation to do so unless and until the Parties have agreed in writing on the necessary variations to its Charges, the Project Plan, PCD and any other relevant terms of the Agreement to take account of the change.

6. Charges and payment

Icon will issue invoices for the Charges to the Customer in accordance with the provisions of the Schedules and Statement(s) of Work. Time for payment of the Charges shall be of the essence in this Agreement. The Customer shall pay the Charges to Icon for the Services in accordance with this clause 6, subject to any other payment terms detailed in the Schedules, any PCD, or as otherwise agreed between the Parties.

Time-and-Materials

Where the Services are provided on a time-and-materials basis:

- the charges payable for the Services shall be calculated in accordance with Icon's standard daily fee rates as amended from time to time;
- Icon's standard daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 5.30 pm on weekdays (excluding weekends and public holidays). For the avoidance of doubt, unless otherwise agreed between the Parties, any hours worked in excess of 5 hours shall constitute a full day's work and be charged at the applicable Day Rate, work up to 5 hours shall be charged at ½ the applicable Day Rate then in force. Icon may, at its discretion, waive fees for certain work completed in under 1 ½ hours, provided that even in the event of such a waiver, where such waived time over a 3 month period cumulatively totals more than 5 hours, Icon may make an appropriate charge for such works at its then applicable Day Rates;
- Icon shall be entitled to charge at an overtime rate of 150% of the normal rate for part days and for time worked outside the hours referred to in condition 6(b) on a pro-rata basis;
- Icon shall use such time sheets to calculate the charges covered by each monthly invoice; and
- Icon shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 6. If requested by the Customer each invoice shall set out the time spent by each member of the Icon team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

Fixed Price

Where Services are provided for a fixed price:

- The Customer will pay the Charges to Icon in full without any set off: (a) on or before the dates set out in the relevant Schedules or PCD; or (b) where no such dates are set out in the relevant Schedules or PCD, within 30 days of the date of issue of an invoice and Icon shall invoice the

Customer for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided below.

Any fixed price contained in the PCD excludes:

- unless otherwise agreed in a PCD, the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Icon team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by Icon for the supply of the Services. Such expenses, materials and third party services shall be invoiced by Icon at cost; and
- VAT, which Icon shall add to its invoices at the appropriate rate.

Unless otherwise agreed in a PCD, all invoices shall be payable and due within 30 days of the date of invoice without set-off. All Charges stated in or in relation to the Agreement are stated exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.

Without prejudice to any other right or remedy that Icon may have, if the Customer fails to pay Icon on the due date Icon may: charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and suspend all Services until payment including any interest, administrative and legal costs of collecting payment and any further sums payable has been made in full.

All payments payable to Icon under the Agreement shall become due immediately on termination of the Agreement or any PCD, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Agreement. Icon may, without prejudice to any other rights it may have, set off any liability of the Customer to Icon against any liability of Icon to the Customer.

Icon may vary the Charges on and from any anniversary of the Commencement Date by giving to the Customer not less than 60 days' written notice of the variation and the PCD shall be deemed to have been amended accordingly.

Subject to the payment of the appropriate Charges and the terms of this Agreement, Icon shall provide additional services as agreed between the Parties from time to time in a separate PCD.

7. Warranties

The Customer warrants to Icon that it has the legal right and authority to enter into and perform its obligations under the Agreement and that any materials provided to Icon by or on behalf of the Customer, and the use by Icon of those materials in connection with this Agreement will not infringe any person's Intellectual Property Rights or other legal rights and will not breach any applicable laws or legislation. The Customer hereby indemnifies and undertakes to keep indemnified Icon against all liabilities, losses, costs, expenses (including legal expenses and amounts paid upon advice in settlement of any legal action) arising out of or in connection with any breach by the Customer of any term of the Agreement.

Icon warrants to the Customer: (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement; and (b) that Services will be performed by adequately qualified and trained personnel, with due care and diligence and to standards appropriate to the industry. The warranties under this Agreement shall not apply to the extent such non-conformance is caused by use of the Services contrary to Icon's instructions, or modification or alteration of the Services by any other party other than Icon or its authorised agents.

Any warranty provided to Icon in respect of third party equipment and/or software supplied under any PCD shall, where possible, be transferred to the Customer, subject to any terms or restrictions imposed by the manufacturer / software vendor. Icon does not warrant that any Deliverables will be fit to operate in conjunction with any other equipment or software not identified in the PCD as being compatible with the Deliverables.

8. Limitations and exclusions of liability



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The following provisions set out the entire financial liability of Icon (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of the Agreement howsoever arising; (b) any use made by the Customer of the Services, the Deliverables or any part of them; and any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Agreement.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

Nothing in these conditions excludes the liability of Icon: (i) for death or personal injury caused by Icon's negligence; or (ii) for fraud or fraudulent misrepresentation; (iii) or for an other liability in any way that is not permitted by law.

Subject to the above paragraphs in this clause, Icon shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for: (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill or similar losses; or (iv) loss of anticipated savings; or (v) loss of goods; or (vi) loss of contract; or (vii) loss of use; or (viii) loss or corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or (x) any losses arising out of a force majeure event

Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained from the use of the Deliverables, Services and the Documentation and for conclusions drawn from such use and actions taken. The Customer accepts responsibility for the selection of the Deliverables and Services to achieve its intended results and acknowledges that the Deliverables and Services have not been specifically developed to meet the individual needs of the Customer. Icon shall have no liability for any damage caused by errors or omissions in any information, customer data, instructions or materials provided to Icon by the Customer or used in relation to or queried by the Deliverables, or any action taken by Icon at the Customer's direction. Due to the nature of the Deliverables and Services and their potential application by the Customer (over which Icon have no control) the Customer assumes full responsibility for death or personal injury or any other harm caused or arising as a result of or by its use of the Software.

Icon's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement and any collateral contracts shall in relation to any event or series of related events not exceed the total amount paid by the Customer to Icon under the Agreement during the 12 month period immediately preceding the event or events giving rise to the claim.

Notwithstanding the above paragraph, Icon's liability for tangible property damage shall be one million pounds (£1,000,000) per incident or series of connected incidents.

Except as expressly and specifically provided in this Agreement: (a) the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Icon shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Icon by the Customer in connection with the Services, or any actions taken by Icon at the Customer's direction; (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and (c) the Services and any Deliverables are provided to the Customer on an "as is" basis.

9. Data protection.

(a) The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

(b) If Icon processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Parties record their

intention that the Customer shall be the data controller and Icon shall be a data processor and in any such case:

(i) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer is located in order to carry out the Services and Icon's other obligations under this Agreement; (ii) The Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Icon so that Icon may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf; (iii) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(c) Icon shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and

(d) each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

10. Intellectual Property Rights ("IPR").

The Customer acknowledges and agrees that Icon and/or its licensors own all Intellectual Property Rights in the Services and the Deliverables. Except as expressly stated herein, or is otherwise specifically agreed in a PCD this Agreement does not grant the Customer any rights to, or in, any intellectual property rights (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation. Icon hereby licenses all such relevant Intellectual Property Rights to the Customer on the terms agreed in any PCD solely to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as agreed by the Parties. If Icon terminates the Agreement such licence will automatically terminate. Icon confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11. Indemnity

(a) The Customer shall defend, indemnify and hold harmless Icon against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that: (i) the Customer is given prompt notice of any such claim; (ii) Icon provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) the Customer is given sole authority to defend or settle the claim.

(b) Icon shall, subject to clause 8, defend the Customer, its officers, directors and employees against any claim that the Services infringe any United Kingdom patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (i) Icon is given prompt notice of any such claim; (ii) the Customer provides reasonable co-operation to Icon in the defence and settlement of such claim, at Icon's expense; and (iii) Icon is given sole authority to defend or settle the claim.

(c) In the defence or settlement of any claim, Icon may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

(d) In no event shall Icon, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (i) a modification of the Services by anyone other than Icon; or (ii) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Icon; or (iii) the Customer's use of the Services after notice of the alleged or actual infringement from Icon or any appropriate authority.

The foregoing states the Customer's sole and exclusive rights and remedies, and Icon's (including Icon's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any intellectual property rights.

12. Confidentiality.



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Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving Party; (b) was in the other Party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (d) is independently developed by the receiving Party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party. Icon acknowledges that the Customer Data is the Confidential Information of the Customer.

The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Icon's Confidential Information. All materials, equipment and tools, drawings, specifications and data supplied by Icon to the Customer shall at all times be and remain the exclusive property of Icon, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Icon, and shall not be disposed of or used other than in accordance with Icon's written instructions or authorisation.

This clause 12 shall survive termination of this Agreement, however arising.

13. Publicity.

The Customer will not make any public disclosure relating to the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of Icon.

14. Term and termination

This Agreement shall, unless otherwise terminated as provided in this clause 13 or any PCD, commence on the Commencement Date and shall continue through the Term and, thereafter, shall be automatically renewed at the end of the Term for successive periods of the Term (each a Renewal Term), unless: (a) either Party notifies the other Party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Term, in which case this Agreement shall terminate upon the expiry of any outstanding PCDs; or (b) it is otherwise terminated in accordance with the provisions of this Agreement.

Without affecting any other rights that it may be entitled to, either Party may terminate this Agreement without liability to the other if: (a) the other Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or (b) the other Party has a receiver or administrative receiver appointed over it or over any part of its business or assets or passes a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or becomes subject to an administration order or enters into any voluntary arrangement with its creditors, or it ceases or threatens to cease or carry on business.

Without affecting any other rights that it may be entitled to, Icon may terminate the Agreement for breach if: (a) Payment of any invoiced amount is overdue and following notification to the Customer and the Customer does not pay the overdue amount within four (4) Business Days of a written notice from Icon (or such other time as has been agreed between the Parties in writing); (b) Payment arrangements have been made by the Customer for payment via a third party and the third party refuse to honour Icon's Charges; (c) the Customer breaches any other terms specifically agreed in a PCD.

On termination of this Agreement for any reason: (a) all licences and access to the Services granted under this Agreement shall immediately terminate; (b) each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party; (c) Icon may destroy or otherwise dispose of any of the Customer Data in its possession unless Icon receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of such Customer Data. The Customer shall pay all reasonable expenses incurred by Icon in returning or disposing of Customer Data; and (d) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

If this Agreement is terminated prior to the end of the Term, other than for unremedied material breach by Icon as detailed above, all Charges payable up to the end of the Initial Term shall be immediately due and payable to Icon.

15. Non-solicitation.

The Customer shall not, without the prior written consent of Icon, at any time from the date of the Agreement to the expiry of six months after its termination, solicit or entice away from Icon or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Icon. Any consent given by Icon in accordance with this condition shall be subject to the Customer paying to Icon a sum equivalent to 20% of the then current annual remuneration of Icon's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or sub-contractor.

16. Force majeure

Icon shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Icon or any other Party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Icon's or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.



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If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Entire agreement

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21. Assignment

The Customer shall not, without the prior written consent of Icon, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

Icon may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

21. No partnership or agency

Nothing in the Agreement is intended to or shall operate to create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the

name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

23. Notices

Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or sent by fax to its main fax number. Any notice or communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service. If sent by fax, at 9.00 am on the next Business Day after transmission. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

24. Governing law and Jurisdiction

The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)



Schedule 1 – Support and Maintenance Services

1. Definitions and interpretation in this Schedule:

- “**Support and Maintenance Charges**” means the charges specified in respect of the Support and Maintenance Services in the PCD, and any additional charges applied;
- “**Support and Maintenance Services**” means the Services specified in this Schedule;
- “**Supported System**” means the system or such part of the Customer Environment identified as such in the PCD and including the Supported Software;
- “**Supported Software**” means the server based software detailed in a PCD;
- “**Upgrades**” means new versions of, and updates to, the Supported System, whether for the purpose of fixing an error, bug or other issue in the Supported System or enhancing the functionality of the Supported System. References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

2. Helpdesk Technical Support Services

- 2.1 The Customer's Nominated Support Users (NSUs) detailed in a PCD shall be authorised to contact Icon for technical support services. Icon shall provide technical support services to NSUs only. The Customer acknowledges that software support is only provided by Icon for server based software not end-users of software applications (the "Supported Software").
- 2.2 Icon will accept voicemail, e-mail and web based incident submittal from NSU's 24 hours a day, seven days a week.
- 2.3 Icon will make available, during Business Hours, a telephone and email helpdesk facility for the purpose of providing support to the Customer (Helpdesk).
- 2.4 Subject to Paragraph 2.5, the Customer must make all requests for Support and Maintenance Services through the helpdesk, and all such requests must include a detailed description of any incident requiring support services, the circumstances in which it arose and where relevant, sufficient material and information to allow Icon's staff to duplicate the problem.
- 2.5 A third party telephone helpdesk and/or out of hours support may be provided where requested and further detailed in a PCD.

3. Response and resolution times

- 3.1 Icon will use reasonable endeavours to respond to requests for Support and Maintenance Services made through the Helpdesk and resolve issues raised by the Customer in accordance with this Schedule and as detailed in the PCD.
- 3.2 Icon will determine, acting reasonably, the priority of any support request in accordance with the following table:

Priority Level	Definition	Response Time	Target Fix Time
P1 – Business Critical	Enterprise wide unavailability affecting multiple users where there is no temporary work around.	1 hour	2 hours
P2 – High	Single business critical user or department wide unavailability.	2 hours	4 hours
P3 – Medium	Single / some users non business critical unavailability	1 Business Day	3 Business Days
P4 – Low	Non-disabling / cosmetic errors, little or no impact on normal business continuity	1 Business Day	9 Business Days

- 3.3 The Response Time begins when a support request is logged on Icon's support management system and a ticket has been raised and confirmed to a NSU. No representation or warranty is given by Icon that any faults, defects or support requests will be fixed, or fixed within a certain period of time. Icon shall not be obliged to provide any Support Services, including fault resolution if attempts to rectify such fault other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without Icon's permission.

4. Support Services

- 4.1 Icon shall not be liable in any way for, and any unauthorised modifications, alteration, use, modification, repair, or maintenance of the Supported System by any other person other than a representative of Icon, shall render any warranties, obligations and Service Levels in relation to this Agreement and Schedule, null and void.
- 4.2 Icon shall have no obligation to provide Support Services (and shall be entitled to charge the Customer additional charges at its then current rates) where faults or support requests arise from: (a) misuse, incorrect or unauthorised use of the Supported System; (b) failure of the Customer Environment or any part of it and/or failure to maintain the necessary environmental conditions for the Customer Environment; (c) use of the Supported Services not in



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accordance with guidance provided by, or in combination with any equipment or software not approved by, Icon; (d) any breach of the Customer's obligations under this Agreement.

5. Support Services provided by a third party.

The Customer agrees that the provision of a response to a fault or the provision of services by third parties will be dependent on the service levels established with in the contractual arrangements with that third party supplier. Icon will liaise with third party suppliers for the provision of Support Services, but will not be liable for any acts or omissions of such third party suppliers, disclaims all liability for, and makes no representation or warranty whatsoever in respect to any provision or delivery of any Services by or a response from that third party under this Agreement, or that any defects or service or support requests dependent on a response from a third party will be fixed or that any service request will be responded to within a specified period of time by that third party.

6. Maintenance.

Maintenance work that may require the interruption of the Services (**Maintenance Events**) shall not normally be performed during Business Hours. Icon may interrupt the Services outside of Business Hours at any time on giving the Customer at least 12 hours advance notice, or where emergency maintenance is required, such advance notice as is reasonably practicable.

7. Limits on Support and Maintenance Services.

Where the total person-hours spent by Icon performing the Support and Maintenance Services during any month exceeds the number of hours detailed in the PCD, or is deemed excessive in Icon's reasonable opinion due to issues outside of Icon's reasonable control, then: (a) Icon will cease to have an obligation to provide Support and Maintenance Services to the Customer during that period; providing that (b)Icon may agree to provide additional Support and Maintenance Services to the Customer during that period, but the provision of such services will be subject to payment by the Customer of additional Support and Maintenance Charges at Icon's standard hourly rates from time to time.

8. Support and Maintenance Charges.

Icon will issue invoices for the Support and Maintenance Charges to the Customer monthly in advance on the 1st day of each calendar month during the Term.

9. Term of Schedule

9.1 This Schedule will come into force on the date of execution of the relevant PCD, and will continue in force until cancelled in accordance with Paragraph 9.2 or 9.3.

9.2 This Schedule (and the provisions of any PCD relating to this Schedule) will be automatically cancelled on the date of effective termination of the Agreement under Clause 14.

9.3 Either Party may cancel this Schedule (and the provisions of any PCD relating to this Schedule) by giving to the other Party at least 30 days' written notice of cancellation.



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Schedule 2 – Supply of Equipment and Software

1. Definitions and interpretation in this Schedule:

"Equipment" the hardware equipment supplied by Icon to the Customer under the Contract

"Icon Software" the software proprietary to Icon provided to the customer on the licence terms as detailed in the Icon Software Licence

"Products" any product including Equipment and/or Software supplied by Icon in accordance with the Contract other than the Icon Software

"Software" third party software incorporated into any Equipment or otherwise supplied separately by Icon under the Contract

"Contract" the Agreement between Icon and the Customer for the sale and purchase of the Products formed in accordance with Paragraph 2 and as detailed in a PCD

2. Quotations and basis of sale

- 2.1 Any quotation or other proposal given by Icon to the Customer is valid for a period of 30 days only from its date, provided Icon has not previously withdrawn it.
- 2.2 Each order or acceptance of a quotation for Products will be deemed to be an offer by the Customer to purchase the Products on these Terms. The Agreement is formed when an order is accepted by Icon, by way of a written PCD. No Agreement will come into existence until a written acknowledgement of the order is issued by Icon.
- 2.3 Acceptance of delivery of the Products will be deemed conclusive evidence of the Customer's acceptance of the terms of this Schedule. No order which has been acknowledged by Icon may be cancelled by the Customer, except with the agreement in writing of Icon and provided that the Customer indemnifies Icon in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Icon as a result of cancellation.
- 2.4 The quantity and description of the Products shall be as set out in Icon's acknowledgement of order or (if there is no acknowledgment of order) quotation or PCD. All samples, drawings, descriptive matter, specifications and advertising issued by Icon, and any descriptions or illustrations contained in Icon's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Icon shall be subject to correction without any liability on the part of Icon.

3. Delivery and performance

- 3.1 Icon shall use its reasonable endeavours to deliver the Products on the date or dates specified in Icon's PCD, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order by Icon. Time is not of the essence as to the delivery of the Products and Icon is not liable for any delay in delivery, however caused.
- 3.2 Delivery shall be made during normal Business Hours (excluding bank or public holidays). Icon may levy additional charges for any deliveries made outside such hours at the Customer's request.
- 3.3 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Products and for the provision of all necessary access and facilities reasonably required to deliver and install the Products. If Icon is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out or for any other reason (except Icon's default) the Customer fails to take delivery of any of the Products, the Products will be deemed to have been delivered on the due date and (without prejudice to its other rights) Icon may levy additional charges to recover its loss arising from this event (including storage and insurance).
- 3.4 Icon shall not be liable for any non-delivery of Products (even if caused by Icon's negligence) unless the Customer notifies Icon in writing of the failure to deliver within seven days after the scheduled delivery date.
- 3.5 Unless otherwise set out in the PCD, Icon is not responsible for unpacking, installing, or checking the Products, which will be the responsibility of the Customer.

4. Risk and Property

- 4.1 Risk of damage to or loss of the Products will pass to the Customer on delivery (or deemed delivery). Ownership of the Products will not pass to the Customer until Icon has received in full (in cash or cleared funds) all sums due to it in respect of: (a) the Products; and (b) all other sums which are or which become due to Icon from the Customer on any account. Icon will be entitled to recover payment for the Products notwithstanding that title in any of the Products has not passed from Icon.
- 4.2 Until ownership of the Products has passed to the Customer, the Customer must: (a) hold the Products on a fiduciary basis as Icon's bailee; (b) store the Products (at no cost to Icon) separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as Icon's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and (d) maintain the Products in satisfactory condition insured on Icon's behalf for their full price against all risks to the reasonable satisfaction of Icon, and will whenever requested by Icon produce a copy of the policy of insurance.
- 4.3 The Customer's right to possession of the Products will terminate immediately if the Customer becomes Insolvent or if Icon serves notice to terminate the Contract. On termination of the Contract, howsoever caused, Icon's (but not the Customer's) rights contained in this clause 14 will remain in effect.



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4.4 The Customer grants Icon, its sub-contractors, agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them. All costs incurred by Icon in repossessing the Products shall be borne by the Customer.

5 Charges

5.1 The Customer will pay the Charges for the Products to Icon in accordance with the PCD. Each invoice shall be payable by the Customer within 30 days following the date on which the invoice is issued by Icon.

5.1 Icon may increase the price to cover any increases due to market conditions (including, but not limited to, increases in foreign exchange rates relating to the Products, or in labour, materials, supply or transportation costs) which affect Icon at the date of delivery.

5.2 Icon reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of undelivered Products to reflect any increase in the cost to Icon which is due to any factor beyond the control of Icon (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Icon adequate information or instructions.

6 Third Party Products, Equipment and Software

6.1 Icon is not the manufacturer of the Products. The Customer's use of any third party Products is governed by the terms of the agreement with the provider of those Products, and its warranties. Use of third party Products is at the Customer's sole risk. Unless otherwise provided for in a PCD or by written agreement between the Parties, Icon is not responsible in any way for any third party Products performance, features or failures and makes no warranty in respect to the Products being fit for the Customer's purposes. Any warranty provided to Icon in respect of the Products supplied under the Agreement shall, where possible, be transferred to the Customer, subject to any terms or restrictions imposed by the manufacturer.

6.2 Icon shall provide third party Software proprietary to third parties under the standard licence terms provided by such third parties, copies of which shall be provided to the Customer and the Customer agrees to be bound by such licence terms.

7. Term of Schedule

7.1 This Schedule will come into force on the date of execution of the relevant PCD, and will continue in force until cancelled in accordance with Paragraph 7.2 or 7.3.

7.2 This Schedule (and the provisions of any PCD relating to this Schedule) will be automatically cancelled on the date of effective termination of the Agreement under Clause 14.

7.3 Either Party may cancel this Schedule (and the provisions of any PCD relating to this Schedule) by giving to the other Party at least 30 days' written notice of cancellation.

8. Licencing

8.1 Icon grants the Customer, subject to the terms of this Agreement and the PCD, the non-exclusive, non-transferable right for the Licensed Users to use the Icon Software and the Documentation for any internal business purposes (**Licensed Purposes**).

8.2 Icon Software may be used only by Licensed Users in accordance with the PCD, except as follows: (a) if the relevant part of the Customer Environment becomes inoperable for any reason, the Icon Software may be temporarily used on backup equipment until that part of the Customer Environment is repaired, and the Customer may use the Icon Software for the purpose of testing whether any such backup equipment is suitable for use while the Customer Environment is inoperable; and (b) if any relevant Customer site becomes temporarily unusable due to flood, fire or similar damage, or an emergency situation, the Icon Software installed there may be used at an alternative site until the site is again useable. If the alternative site is managed by a third party, the third party must have signed a confidentiality undertaking addressed to Icon to protect Icon's Confidential Information before the Icon Software is transferred to the alternative site.

8.3 The Customer may sub-licence the Icon Software on prior agreement in writing.

8.4 Icon shall provide to the Customer from time to time copies of the Documentation containing sufficient up-to-date information for the proper use of the Icon Software. Such Documentation may be supplied in electronic form.

8.5 The Customer may make such further copies of the Documentation as are reasonably necessary for the use of the Software and for training the Customer's personnel in use of the Software. The Customer shall ensure that all of Icon's proprietary notices are reproduced in any such copy.

9. Transfer or reproduction of Icon Software

9.1 The Customer may make such copies of the Icon Software as are reasonably necessary for use in accordance with this Agreement and for the purposes of backup and security. The Customer has no right to make, or authorise the making of, any other copies of the Icon Software.

9.2 Icon shall at all times own all copies of all or any part of the Icon Software. For copies recorded on a tangible medium, the Customer shall place on each copy of all or any part of the Icon Software a clearly visible label indicating that the copy is the property of Icon and reproducing Icon's proprietary rights notice. For electronic copies, the Customer shall ensure that all proprietary notices contained in the Icon Software shall be maintained in



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such copies and shall display when the software is run, in the same way as in the case of the Icon Software as supplied by Icon. The Customer shall keep all copies of the Icon Software in a secure place when not in use and shall, at all times, keep all such copies in its possession or control.

9.3 The Customer shall not: (a) sub-license, rent, lend, assign or transfer in any other way this Agreement or the Icon Software to any person without the prior written consent of Icon; and (b) give access to the Icon Software through any network of computers to users who are not employees or agents of the Customer.

10. Ownership

10.1 The Icon Software and the Documentation are proprietary to Icon (or the appropriate third-party rights owner(s)) and the Customer acquires no rights in or to the Icon Software or the Documentation other than those expressly granted by this Agreement.

10.2 The Customer shall use reasonable endeavours to prevent any infringement of Icon's Intellectual Property Rights in the Icon Software and shall promptly report to Icon any such infringement that comes to its attention. In particular, the Customer shall:

- (a) ensure that each Licensed User, before starting to use the Icon Software, is made aware that the Icon Software is proprietary to Icon and that it may only be used and copied in accordance with this Agreement;
- (b) not permit third parties to have access to the Icon Software without the prior written consent of Icon, who may require that such third party executes a written confidentiality agreement before being given access to the Icon Software.

10.3 The Customer may not make adaptations or variations of the Icon Software without the prior consent of Icon.

10.4 The Customer may not disassemble, decompile, reverse translate or in any other manner decode the Icon Software, except as permitted by law.

11. Warranties

11.1 Icon warrants and represents that:

(a) the Icon Software and Documentation are proprietary to Icon (except where otherwise stated in the PCD) and that it has the right to license all UK Intellectual Property Rights in and to the Icon Software and Documentation to the Customer;

(b) the Software will for 3 months from delivery perform substantially in accordance with the Documentation.;

11.2 The sole remedies for breach of the warranties under clause (a) are detailed in clause 8 of the MSA (IP Infringements). The sole remedy for breach of the warranty under clause (b) shall be correction of defects by Icon within a reasonable time from notification by the Customer of the defect that constitutes such breach.

11.3 The warranties set out in this clause are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement. Without limitation, Icon specifically denies any implied or express representation that the Icon Software will be fit: (a) to operate in conjunction with any hardware items or software products other than with those hardware items and software products that are identified in the Documentation and/or PCD as being compatible with the Software or Services; or (b) to operate uninterrupted or error-free.

11.3 Any unauthorised modifications, use or improper installation of the Icon Software by or on behalf of the Customer shall render all Icon's warranties and obligations under this Agreement null and void.

11.4 Icon shall not be obliged to rectify any particular defect if attempts to rectify such defect other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the permission of Icon.

11.5 The Customer acknowledges that the only warranties in relation to the third-party Software or the supply thereof are those contained in the licence from the third-party suppliers of the same, and that to the extent that any of such warranties are given to Icon, it will pass on the benefit of such warranties to the Customer.

11.6 Any Open-Source Software provided by Icon may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed, but is provided "as is" and expressly subject to the disclaimers herein.



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Schedule 3 – Consultancy Services

1. Definitions and interpretation in this Schedule:

"**Consultancy Services**" the various types of professional services which may be supplied by Icon under a PCD including general consultancy, scoping and design, training, implementation, installation and integration services and project management.

"**Products**" any product including Equipment and/or Software supplied by Icon in accordance with the Contract other than the Icon Software

2. Consultancy Services

2.1 Icon will provide Consultancy Services as specified in the PCD. The Customer agrees that certain Consultancy Services may not be carried out at the Customer's premises.

2.2 Where in a PCD the Customer has requested Consultancy Services the Customer is responsible for ensuring that Icon has a detailed, comprehensive and accurate briefing document which accurately details the Customer's requirements and to make available all relevant information, resources and documents to enable Icon to provide the Consultancy Services. The Customer warrants to Icon that any information it provides to Icon under this Agreement is complete and accurate in all material respects.

2.3 Icon may from time to time recommend third party equipment, software and services. Icon makes no representation or warranty whatsoever regarding such equipment, software and services or that the same shall be fit for the Customer's purpose. It is the Customer's responsibility to ensure that any third party equipment, software and/or services meet its business requirements.

3. Cancellation delays and call off

3.1 In the event that the Customer cancels a booking for Consultancy, Icon reserve the right to charge cancellation fees according to the following scale:

3.1.1 if cancellation occurs 14 or more days prior to the scheduled attendance date, no cancellation charge shall be payable; or

3.1.2 if cancellation occurs 13 or less days prior to the scheduled attendance date, 100% of the cost of the booking shall be payable.

3.2 Where the PCD specifies a number of days of Consultancy which the Customer can call off from time to time, the Customer agrees that:

3.2.1 Icon will invoice the Customer for Consultancy Services in accordance with the PCD;

3.2.2 the dates on which the Consultancy will take place will need to be pre agreed with Icon;

3.2.3 The Customer must use all of the Consultancy days within 12 months of the date of the PCD. If the Customer fails to use all Consultancy days within 12 months of the date of the PCD, Icon will invoice the Customer for any outstanding amount due at the end of the 12 months. The Customer will not be entitled to any refund of Charges for Consultancy Services.

4. Charges for Consultancy Services

4.1 Charges for Consultancy Services shall be in accordance with the Charges detailed in any PCD or attached Consultancy Services Schedule and be provided by Icon on a time and materials basis. Icon shall invoice the Customer as soon as the Consultancy Services have been provided, or at the end of the month in which such services have been provided or part provided on 30 days payment terms.

5. Term of Schedule

5.1 This Schedule will come into force on the date of execution of the relevant PCD, and will continue in force until cancelled in accordance with Paragraph 5.2 or 5.3.

5.2 This Schedule (and the provisions of any PCD relating to this Schedule) will be automatically cancelled on the date of effective termination of the Agreement under Clause 14.

5.3 Either Party may cancel this Schedule (and the provisions of any PCD relating to this Schedule) by giving to the other Party at least 30 days' written notice of cancellation.

6. Assumptions

6.1 Icon may make a number of assumptions as part of the estimation process for any Consultancy Services. If any or all of the Assumptions is found to be materially incorrect, and as a result Icon is unable to perform any or all of its obligations, Icon shall not be regarded as being in breach of the Agreement and/or any PCD, and shall not be liable to the Customer for failing to comply with any of its obligations under this Agreement and/or Work Order, in each case to the extent caused by the Assumption being incorrect.

6.2 For each Assumption shown to be incorrect, Icon shall raise a change request for any change to the Charges to cover the additional effort required by the Assumption being incorrect.