Professional Services Agreement

The following parties enter into this Professional Services Agreement ("**Agreement**") created on the date ("**Effective Date**") <mark>Insert Contract Date</mark>.

(1) T-IMPACT LIMITED, a British limited liability company having its registered office at Unit 11, Diddenham Court, Lambwood Hill, Grazeley, Reading, Berkshire RG7 1JQ with company number (CRN) 05235429 ("**T-Impact**"); and

(2) <mark>Customer name____</mark>, a ___ having its registered office at _<u>{Enter address here}</u>_____ with company number (CRN) <mark>___</mark>_____ ("**Customer**")

hereinafter separately referred to as the "Party" or jointly referred to as the "Parties".

The following defined terms apply to this Agreement:

Change order: work that is added to or deleted from the original scope of work of a contract, the format is attached to this agreement.

Customer Data: all necessary personal data shared by the Customer (including name and contact details and any other relevant data) and any data subject employed or engaged by any Customer that is provided to T-Impact under the Agreement.

Customer Network: Customer's computers, servers, operating systems, software and equipment.

Discount: a reduction to T-Impact's standard pricing, usually in relation to purchasing volume.

End User Licence: The version of the UiPath end user licenses which is most current at the time that the Robotic Subscription or UiPath licenses are purchased.

Up front payment: as defined in the Statement of Work(s).

Ready for Service: installed, tested and having passed or deemed to have passed the Acceptance Tests.

Robotic implementation plan: The timeline and activities for the T-Impact Solution as agreed between T-Impact and the Customer.

Robotic Solution: any robotic process automation service offered by T-Impact whether on a time and materials basis or by subscription.

T-Impact Solution Technical Specification: the specification found at the attached Schedule 6.

Robotics Subscription: a T-Impact Solution that is offered by way of subscription service.

Site: location at which T-Impact Solution is to be used.

Statement of Work: the document that captures and defines all aspects of projects, the format is attached to this agreement.

Subscription Fees: as defined in the Statement of Work(s).

Subscription Start Date: deemed to be the same date as Acceptance.

Target Start Date: The date defined in the Robotic implementation plan when technical audits and/or development work is scheduled to begin.

T-Impact Solution: any service & licenses offered by T-Impact whether on a time and materials basis or by subscription. This may include technologies, including but not limited to, Robotics Process Automation, Business Process Management Systems & Artificial Intelligence.

Travel time: the time T-Impact staff spend travelling to the Customer work location.

Technical Support: technical services to resolve incidents reported in accordance with Schedule 6, provided as part of a Robotic Subscription or separate commercial arrangement.

T-Impact will perform the work, as specified and subject to payment in the attached **Statement of Work(s),** in accordance with the following standard terms and conditions:

1. **Agreement.** This Professional Services Agreement ("Agreement") incorporates any documents or terms expressly referred to within this Agreement including, without limitation, the Schedules (1 – T-Impact Solution, excluding subscriptions, 2 - Robotic Subscription, 3 - Installation of T-Impact Solution, 4 - Change Order, 5 - T-Impact Prices and 6 – Standard Policies: Service Levels, End User Licence, Fair Use Policy and T-Impact Solution Technical Specification) and Statement of Work(s) to be attached as Exhibits (which shall form part of this Agreement upon signature). It replaces and prevails over all prior quotations, orders, promotional material and discussions.

2. **Performance**. T-Impact shall perform its obligations under this Agreement, using appropriately skilled individuals, on the agreed dates. Failure by T-Impact to do so does not entitle the Customer to repudiate or rescind this Agreement or withhold payment unless T-Impact confirms that it is unable to perform its obligations under this Agreement.

3. **No sub-licence.** The Customer must not sub-licence its right to access and use the T-Impact Solution or permit any unauthorised person to access or use the T-Impact Solution.

4. **Sub-contractors.** T-Impact may sub-contract any of its obligations to sub-contractors and performance by sub-contractors shall be deemed to be performed by T-Impact.

5. **Proprietary Rights.** The Customer will retain copyright and intellectual property for any T-Impact Solution, other than a Robotic Subscription. The Customer will have rights to backup, modify and redeploy the code to other locations.

   Otherwise, the copyright and all other intellectual property and other proprietary rights in the T-Impact Solution and any documentation supplied in respect of the T-Impact Solution remain vested in T-Impact or, for third party any items provided by third party suppliers, in the third-party supplier. T-Impact reserves the right to grant a licence to use Robotic Subscription to any other party or parties.

6. **No warranty.** T-Impact gives no warranty to the Customer in respect of a T-Impact Solution and all implied warranties are excluded to the fullest extent permitted by law.

7. **Liability.** Save for T-Impact's liability for death or injury resulting from its own negligence T-Impact's entire liability in respect of any claim under or pursuant to this Agreement shall be limited to the value of this Agreement. T-Impact shall not be liable to the Customer for loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or T-Impact had been advised of the possibility of the Customer incurring the same.

8. **Fee increase.** Fees for T-Impact as listed in Schedule 5 (T-Impact Prices) shall apply for the work as set forth in the initial Statement of Work. Thereafter, T-Impact shall be entitled to increase the fees (and/or any fees or costs payable under Schedule 1 and Schedule 2 (such as **Right to Buy,** clause 14)) upon giving 30 days' prior notice to the Customer and accordingly the Statement of Work(s) shall be deemed to have been amended accordingly.

9. **Interest.** T-Impact may charge interest at the rate 4% above the base rate of the Bank of England, after as well as before judgement, on any amount due from the Customer to T-Impact from the due date until payment is received. Interest will not be charged on disputed invoices, until the dispute is resolved.

10. **Taxes.** In the case of supply to a Customer outside the UK the Customer shall be responsible for all transport costs, import levies, customs duties or other similar taxes of whatever nature. All prices specified in Schedule 5 are exclusive of applicable value added taxes.

11. **Term.** This Agreement is legally binding as of the **Effective Date** and shall continue in full force and effect for 3 years and, thereafter, this Agreement shall renew automatically for a period of one (1) year until terminated.

12. **Termination for Convenience.** Except as provided in a Statement of Work, either party shall have the right to elect to terminate a Statement of Work, at any time, by providing thirty (30) days prior written notice of said election.

13. **Termination by Either Party for Material Breach or Bankruptcy.** Either Party may terminate this Agreement (or any part thereof) or any Statement of Work upon written notice (a) if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice specifying the breach in detail or (b) if either Party files a petition for relief under any bankruptcy legislation, if any involuntary petition thereunder should be filed against either Party and the same not be dismissed within thirty (30) days, if either Party is adjudicated a bankrupt or if either Party makes an assignment for the benefit of creditors. T-Impact may (without limiting its other rights) terminate or suspend any T-Impact Solution or licence granted pursuant to this Agreement without liability to T-Impact if the Customer breaches any term in this Agreement.

14. **Effect of Termination.** The termination of this Agreement shall not relieve either Party from its obligations owed to the other Party as at the effective date of termination, which obligations shall survive the termination of this Agreement. Termination of this Agreement shall not limit either party from pursuing other remedies available to it. Termination of this Agreement will not in itself terminate the Statement(s) of Work still in force at the time of said termination and such Statement(s) of Work shall remain subject to the terms of this Agreement.

15. **Notices.** All notices under this Agreement shall be deemed delivered and effective on the second business day after posting if sent by certified post, return receipt requested, to the parties at the respective addresses set forth above or to such other address as a Party has designated by notice to the other Party. Emails sent to sales@t-impact.com will deemed to have been served to T-Impact on the second business day after transmission subject to the sender having a printout confirming read receipt during office hours.

16. **Dispute Resolution procedure.** The following dispute resolution procedure will be used by both parties.

a. Project risks, issues & dependencies will be managed by the Project Leads, defined in the SoW;

b. Commercial disputes and Project Lead escalations will be managed by the T-Impact Delivery Lead and Customer Sponsor;

c. If a dispute cannot be resolved or is unresolved after 20 calendar days, it will be escalated to the T-Impact CEO and Customer CEO;

d. Neither party will refer a dispute to arbitration until all previous steps of the Dispute Resolution Procedure have been completed or 90 days have elapsed;

17. **Confidentiality**. Neither party shall reveal the contents of this Agreement or any information identified by the other party as being of a confidential nature.

18. **Publicity**. Either party may make public announcements concerning the T-Impact Solution and this Agreement with the prior written consent of the other party. Neither party will unreasonably refuse to support promotion of the T-Impact Solution, either in writing or by video.

19. **General Data Protection Regulations**. Where T-Impact processes any Customer Data, T-Impact will comply with all requirements and obligations under the EU General Data Protection Regulation (2016/679), the UK Data Protection Act 1998 and any corresponding UK implementing laws, regulations and or successor legislation (together the "**Data Protection Laws**"). The Customer shall notify all relevant users of the nature and identity of T-Impact as a data processor. T-Impact shall only process the Customer Data it reasonably requires to provide the services under this Agreement.

20. **Miscellaneous. (i) No waiver:** The rights and remedies of either party shall not be waived by the granting of any indulgence, forbearance or extension of time by the other party. **(ii) Severability:** If any part of this Agreement void or unenforceable the same shall be deemed omitted and the remaining provisions of the Agreement unaffected. **(iii) No variation.** No variation of this Agreement shall be of any effect unless made in writing and signed by both parties. **(iv) Force Majeure:** In the event either party is prevented from fulfilling its obligations (except for payment) by reason of any supervening event beyond its control that party shall not be deemed to be in breach of its obligations for 3 months and, if continuing, this Agreement will automatically terminate unless agreed in writing. **(v) No Solicitation:** Neither party may solicit or entice away from the other any employee who has worked under the Agreement **(vi) No assignment**. T-Impact may, whereas the Customer may not, assign the benefit or burden of this Agreement in any way.

21. **Law and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute concerning it, or its interpretation shall be adjudicated in that jurisdiction.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written by the undersigned authorized representatives of T-Impact and Customer.

FOR T-IMPACT

Signature: _____

Name: R Keith Stagner _____

Title: CEO _____

Date: _____

FOR CUSTOMER

Signature:_____

Name:

_____

Title: _____

Date: _____

Professional Services Agreement

SCHEDULE 1
T-Impact Solution, excluding Robotic Subscription

The following terms and conditions apply when a Customer requires **T-Impact Solution or Licenses** but does not purchase a Robotic Subscription:

1. **T-Impact Solution.** T-Impact will provide the **T-Impact Solution** according to the Statement of Work(s), on the following terms:

   a. the Up front payment defined in the Statement of Work(s) must be paid prior to the commencement of the T-Impact Solution and is strictly non-refundable. This generally relates to materials which T-Impact must purchase, such as software licenses;

   b. if a discount (**Discount**) is offered, it is applied only once and is strictly limited to the stated cost;

   c. the **Fees** shall be as defined in the Statement of Work(s);

   d. the **Start Date** shall be deemed to be the same date as Acceptance;

   e. T-Impact will commence providing the Technical Support, when fees for Technical Support are paid;

   f. the provisions set out in Schedule 3 apply to a **T-Impact Solution** installed on infrastructure provided by the customer;

   g. T-Impact will provide Technical Support in accordance with the service levels set out at the attached Schedule 6 and the Customer should note that certain conditions apply, for instance, travel time and expenses are charged separately and the Customer must provide assistance such as taking steps to enable T-Impact to implement remote support tools; and

   h. Any **change order** will be subject to the terms defined in Schedule 4, including but not limited to the following:

   - Changes to **T-Impact Solution** scope,
   - Any changes to the IT applications which the **T-Impact Solution** accesses,
   - Any changes to the Start Date,
   - Changes to the number or type of Robot licences purchased,
   - Any labour or materials provided by T-Impact as a result of Customer obligations not being completed, e.g. re-installing Robot because environment was not prepared or was later changed,
   - Variation to T-Impact's T-Impact Solution technical specification, defined at the attached Schedule 6, due to customer request or as required to support Customer's environment, IT Policies
   - Any decisions requested from the Customer which are not resolved within 5 working days
   - Any deliverables provided for review, for which review comments are not received within 5 working days

2. **Payments**. Unless otherwise agreed, Customers must pay for:
   a. Up front payment prior to commencement of the work, as set forth in the Statement of Work.

   b. Time & Material work no later than 30 days after receipt of invoice.

   c. These payments are exclusive of any travel, travel time, subsistence and other out-of-pocket expenses which will be invoiced as incurred. The Customer agrees to pay all reasonable expenses incurred by T-Impact provided that such expenses are agreed by the Customer in advance in writing and the expenses are properly documented.

   d. The Customer shall make all payments plus VAT in Pounds Sterling and cleared funds without deduction or set-off before the relevant due date.

   e. Additional charges may be incurred for:
   - Approved change orders, costs to be agreed for each change order
   - Decisions that are not provided within 5 working days from delivery of a decision request will initiate a change order and any additional delivery costs will be agreed

   Customers have 30 days to raise concerns regarding any invoice or prepaid charges, after which charges are not refundable and cannot be reduced.

3. **Cancellation**. Customers can not cancel the Annual License Obligations once the license has been installed. To cancel any other services, Customers must email sales@t-impact.com giving 30 days' notice of intent to cancel.

4. **Licensing**. Any licenses purchased will be assigned to the customer. The licence granted to the Customer is subject to the terms of the End User Licence in Schedule

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6, the terms of T-Impact's fair usage policy which can be found at the Schedule 6 and, in the case of an Installation, limited to use on the machine on which the **T-Impact Solution** is installed). If the Customer wishes to install the **T-Impact Solution** on another machine, additional charges may be incurred and the Customer must contact sales@t-impact.com to make arrangements and agree costs before the **T-Impact Solution** is installed on a different machine.

5. **End User Licence**. By signing this Agreement, the Customer warrants to T-Impact that it has entered into a legally binding End User Licence attached at Schedule 6 on the Effective Date. Upon request the Customer will provide T-Impact with a copy of the signed End User Licence and evidence of delivery to the counterparty to the End User Licence.

6. **Customer's Obligations**. The Customer shall provide the Customer Obligations, defined in the Statement of Work(s), free of charge to T-Impact and if any are not provided to T-Impact, the Customer will pay T-Impact the cost of additional work required from T-Impact to perform this work, such charges will be based on T-Impact's prices, as defined in Schedule 5.

7. **No Modification**. Where T-Impact provide Technical support for a **T-Impact Solution**, the Customer will not modify, change or remove the **T-Impact Solution** without the prior written permission of T-Impact. If the Customer does so in breach of this restriction the Customer bears all liability, risk and cost and shall on demand immediately indemnify T-Impact in relation thereto.

8. **Cloud hosted service**. If T-Impact provides cloud hosting it shall use reasonable endeavours to maintain availability but does not guarantee 100% availability. T-Impact use Microsoft Azure for cloud hosting, which states a monthly average uptime of 99%. but does not guarantee 100% availability. Accordingly, any downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

   a. a fault or failure of the internet or any public telecommunications network;

   b. a fault or failure of the Customer's IT systems or networks;

   c. any breach by the Customer of this Agreement in particular, Clause 6 (Customer's Obligations);

   d. any act beyond the control of T-Impact; or

   e. scheduled or unscheduled maintenance or improvement to the **T-Impact Solution**

9. **No harm to T-Impact Solution.** Where T-Impact is responsible for Technical support, the Customer must not use a **T-Impact Solution** in any way that causes, or may cause, damage to the **T-Impact Solution** or impairment of the availability or accessibility of the **T-Impact Solution**.

10. **Illegality**. The Customer must not use the **T-Impact Solution** in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

11. **No access to code**. For the avoidance of doubt, the Customer has the right to access the software code (including object code, intermediate code and source code) of the **T-Impact Solution** but must not do so if T-Impact is responsible for Technical Support.

12. **Suspension of service** T-Impact may suspend work on the **T-Impact Solution**, after following the Dispute Resolution procedure, if any amount due to be paid by the Customer to T-Impact under this Agreement is overdue.

13. **Loss of content**. The Customer acknowledges that the **T-Impact Solution** interacts with content and data owned or used by the Customer (Customer Content) and further acknowledges that the Customer remains solely responsible for the security, archiving and recovery of the Customer Content. The Customer accepts that there is a risk of Customer Data being lost if the Customer fails to fulfil the **Customer Obligations**. This includes both activities and resources. T-Impact shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content to the extent that it relates to the Customer's failure to comply with such obligations or may have been avoided if the Customer had complied with such obligations.

14. **Right to buy**. If a Customer wishes to cancel a Technical Support:

   a. all Support shall cease, and T-Impact shall have no further or ongoing liability or obligation to maintain or support the **T-Impact Solution** and the Customer shall assume all responsibility and liability in relation to such **T-Impact Solution**.

   b. T-Impact shall refund the prorate portion of the Technical Support fees.

   c. If the **T-Impact Solution** is hosted on T-Impact's **Cloud Hosted Solutions**, the Customer will also pay T-Impact £1,998 per process, to migrate from our hosted service onto customer premises, if required. The Customer shall carry out the acceptance tests (if any required) after installation of the **T-Impact Solution** in

accordance with the T-Impact Solution Technical Specification, Schedule 6 Part D.

15. **Acceptance** of the **T-Impact Solution** shall be deemed to have occurred on whichever is the earliest of:
    a. the signing by the Customer of an acceptance certificate for the **T-Impact Solution**;

    b. 30 calendar days after the solution is delivered to the Customer for Acceptance Testing (or as agreed by the parties);

    c. the use of **T-Impact Solution** by the Customer in the normal course of its business.

16. T-Impact makes no representation or warranty that the **T-Impact Solution** is suitable or compatible for use in the Customer's business environment or on the Customer's Network or that it will produce results which will be usable in the course of the Customer's business.

17. The Customer acknowledges that use of the **T-Impact Solution** may lead to data loss or other damage to the Customer's Network or the data held thereon. The Customer is responsible for ensuring the **T-Impact Solution** is Ready for Service, including adequate acceptance testing.

18. It is acknowledged by the Customer that as the **T-Impact Solution** undergoes development, testing and installation at the location at which **T-Impact Solution** is to be used (**"Site"**), the **T-Impact Solution** is not a finished product and as such may contain defects. After installation is complete, the **T-Impact Solution** is provided on an "as is" basis and may continue to contain defects.

If Technical Support fees have been paid, T-Impact support team will prioritise any defects reported by Customer for 30 calendar days after Acceptance. After 30 calendar days, normal support will resume, as described in Schedule 6.

19. The Customer acknowledges that its use of the **T-Impact Solution** within the Customer's computers, servers, operating systems, software and equipment (**"Customer Network"**) is at its own risk.

20. The Customer shall not, without the prior written consent of T-Impact, use the **T-Impact Solution** in any location except the Site.

21. The Customer shall not make any copies of the **T-Impact Solution** or installation media without the prior written consent of T-Impact.

T-Impact hereby provide written consent that **T-Impact Solution** code may be copied for backup and disaster recovery.

22. The Customer shall not at any time do or permit any act which may affect T-Impact's rights, title or interest in the **T-Impact Solution**.

SCHEDULE 2
Robotic Subscription (RPA as a Service)

The following terms and conditions apply when a Customer requires services involving a Robotic Subscription:

1. **Robotic Subscriptions.** T-Impact will provide the Robotics Subscription according to the Statement of Work(s), on the following terms:

    a. the Up front payment defined in the Statement of Work(s) must be paid prior to the commencement of the Robotics Subscription and is strictly non-refundable;

    b. if a discount (**Discount**) is offered, it is applied only once and is strictly limited to the stated cost;

    c. the **Subscription Fees** shall be as defined in the Statement of Work(s);

    d. the **Subscription Start Date** shall be deemed to be the same date as Acceptance;

    e. Customers will commence paying the Subscription Fees on the Subscription Start Date and thereafter on the first day of each calendar month; when the subscription fees have been prepaid, the Customer will commence paying the Subscription Fees after the prepaid subscription is utilised;

    f. T-Impact will commence providing Technical Support, on the Subscription Start Date;

    g. the provisions set out in Schedule 3 apply to a Robotic Subscription Installed on infrastructure provided by the customer;

    h. T-Impact will provide Technical Support in accordance with the service levels set out at the attached Schedule 6 and the Customer should note that certain conditions apply, for instance, travel time and expenses are charged separately and the Customer must provide assistance such as taking steps to enable T-Impact to implement remote support tools; and

    i. Any **change order** will be subject to the terms defined in Schedule 4, including but not limited to the following:

        i. Changes to scope,
        ii. Any changes to the IT applications which the Robotic Solution accesses,
        iii. Any changes to the Subscription Start Date,

    iv. Changes to the number or type of Robot licences purchased,
    v. Any labour or materials provided by T-Impact as a result of Customer obligations not being completed, e.g. re-installing Robot because environment was not prepared or was later changed,
    vi. Variation to T-Impact's T-Impact Solution technical specification, defined at the attached Schedule 6, due to customer request or as required to support Customer's environment, IT Policies
    vii. Any decisions requested from the Customer which are not resolved within 5 working days
    viii. Any deliverables provided for review, for which review comments are not received within 5 working days

2. **Payments**. Unless otherwise agreed, Customers must pay for:
    a. Up front payment prior to commencement of the work, as set forth in the Statement of Work

    b. Subscription fees as set forth in the Statement of Work, will be paid by direct debit or bank transfer. Customer will complete a paper, online or telephone direct debit instruction in favour of T-Impact authorising the payment of the Subscription Fees on the Subscription Start Date (pro-rated in the first month if not a full calendar month) and thereafter in full on the first day of each subsequent month.

    Customers who pay Subscription fees in arrears upon receipt of invoice, will be charged fees 10% higher than our advertised prepaid rates.

    c. These payments are exclusive of any travel, travel time, subsistence and other out-of-pocket expenses which will be invoiced as incurred. The Customer agrees to pay all reasonable expenses incurred by T-Impact provided that such expenses are agreed by the Customer in advance in writing and the expenses are properly documented.

    d. The Customer shall make all payments plus VAT in Pounds Sterling and cleared funds without deduction or set-off before the relevant due date.

    e. Additional charges may be incurred for:
        i. Approved change orders, costs to be agreed for each change order
        ii. Decisions that are not provided within 5 working days from delivery of a decision request will initiate a change order and any additional delivery costs will be agreed

Customers have 30 days to raise concerns regarding any invoice or prepaid charges, after which charges are not refundable and cannot be reduced.

3. **Cancellation**. Customers can not cancel the Up front payment. To cancel the Subscription, after the Up front payment, Customers must email sales@t-impact.com giving 30 days' notice of intent to cancel the Subscription. A partial month charge may be assessed on a pro-rated basis if Customer terminates the Subscription between billing periods.

4. **Licensing**. In respect of a Robotic Subscription where the proprietary rights are vested in T-Impact, only a non-exclusive, non-transferable licence for the purpose for which the Robotic Subscription has been made available to the Customer is deemed to be granted by T-Impact and only then on condition that the Customer fulfils its obligations arising out of this Agreement. The licence granted to the Customer is subject to the terms of the End User Licence in Schedule 6, the terms of T-Impact's fair usage policy which can be found at the Schedule 6 and, in the case of an Installation, limited to use on the machine on which the Robotic Subscription is installed). If the Customer wishes to install the Robotic Subscription on another machine, additional charges may be incurred and the Customer must contact sales@t-impact.com to make arrangements and agree costs before the Robot is installed on a different machine.

5. **End User Licence**. By signing this Agreement, the Customer warrants to T-Impact that it has entered into a legally binding End User Licence attached at Schedule 6 on the Effective Date. Upon request the Customer will provide T-Impact with a copy of the signed End User Licence and evidence of delivery to the counterparty to the End User Licence.

6. **Customer's Obligations**. The Customer shall provide the Customer Obligations, defined in the Statement of Work(s), free of charge to T-Impact and if any are not provided to T-Impact, the Customer will pay T-Impact the cost of additional work required from T-Impact to perform this work, such charges will be based on T-Impact's prices, as defined in Schedule 5.

7. **No Modification**. No part of any Robotic Subscription may be modified, changed or removed without the prior written permission of T-Impact and if the Customer does so in breach of this restriction the Customer bears all liability, risk and cost and shall on demand immediately indemnify T-Impact in relation thereto.

8. **Robotic Subscription cloud hosted service**. If T-Impact provides Robotic Subscription cloud hosting it shall use reasonable endeavours to maintain availability but does not guarantee 100% availability. T-Impact use Microsoft Azure for cloud hosting, which states a monthly average uptime of 99%. but does not guarantee 100%

availability. Accordingly, any downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

> f. a fault or failure of the internet or any public telecommunications network;
>
> g. a fault or failure of the Customer's IT systems or networks;
>
> h. any breach by the Customer of this Agreement in particular, Clause 6 (Customer Obligations);
>
> i. any act beyond the control of T-Impact; or
>
> j. scheduled or unscheduled maintenance or improvement to the Robotic Subscription

9. **No harm to Robotic Subscription.** The Customer must not use a Robotic Subscription in any way that causes, or may cause, damage to the Robotic Subscription or impairment of the availability or accessibility of the Robotic Subscription.

10. **Illegality**. The Customer must not use the Robotic Subscription in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

11. **No access to code**. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Robotic Subscription.

12. **Suspension of service** T-Impact may suspend the provision of the Robotic Subscription, after following the Dispute Resolution procedure, if any amount due to be paid by the Customer to T-Impact under this Agreement is overdue.

13. **Loss of content**. The Customer acknowledges that the Robotic Subscription interacts with content and data owned or used by the Customer (Customer Content) and further acknowledges that the Customer remains solely responsible for the security, archiving and recovery of the Customer Content. The Customer accepts that there is a risk of Customer Data being lost if the Customer fails to fulfil the **Customer Obligations**. This includes both activities and resources. T-Impact shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content to the extent that it relates to the Customer's failure to comply with such obligations or may have been avoided if the Customer had complied with such obligations.

14. **Right to buy**. If a Customer wishes to cancel a Robotic Subscription:

a. all Technical Support shall cease, and T-Impact shall have no further or ongoing liability or obligation to maintain or support the Robotic Subscription and the Customer shall assume all responsibility and liability in relation to such Robotic Subscription.

b. the Customer may acquire a perpetual licence from T-Impact to use the Robotic Subscription provided that, in each case, the Customer additionally pays or reimburses T-Impact for the annual UI Path licence costs and any hosting service costs as required by T-Impact.

- prior to the first anniversary of the Subscription Start Date, the purchase price is £30,000 minus Subscription Fees paid; or

- on or after the first anniversary of the Subscription Start Date, the purchase price is £2,500,

c. If T-Impact is hosting Robotic processes, the Customer will also pay T-Impact £1,998 per Robotic processes, to migrate from our hosted service onto customer premises, if required. The Customer shall carry out the acceptance tests (if any required) after installation of the Robotic Subscription in accordance with the T-Impact Solution Technical Specification, Schedule 6 Part D.

15. **Acceptance** of the Robotic Subscription shall be deemed to have occurred on whichever is the earliest of:
    d. the signing by the Customer of an acceptance certificate for the T-Impact Solution;

    e. 30 calendar days after the solution is delivered to the Customer for Acceptance Testing (or as agreed by the parties);

    f. the use of Robotic Subscription by the Customer in the normal course of its business.

16. T-Impact makes no representation or warranty that the Robotic Subscription is suitable or compatible for use in the Customer's business environment or on the Customer's Network or that it will produce results which will be usable in the course of the Customer's business.

17. The Customer acknowledges that use of the Robotic Subscription may lead to data loss or other damage to the Customer's Network or the data held thereon. The Customer is responsible for ensuring the T-Impact Solution is Ready for Service, including adequate acceptance testing.

18. It is acknowledged by the Customer that as the Robotic Subscription undergoes development, testing and installation at the location at which T-Impact Solution is to be used (**"Site"**), the Robotic Subscription is not a finished product and as such may contain defects. After installation is complete, the Robotic Subscription is provided on an "as is" basis and may continue to contain defects.

If set-up and subscription fees have been paid, T-Impact support team will prioritise any defects reported by Customer for 30 calendar days after Acceptance. After 30 calendar days, normal support will resume, as described in Schedule 6.

19. The Customer acknowledges that its use of the Robotic Subscription within the Customer's computers, servers, operating systems, software and equipment (**"Customer Network"**) is at its own risk.

20. The Customer shall not, without the prior written consent of T-Impact, use the Robotic Subscription in any location except the Site.

21. The Customer shall not make any copies of the Robotic Subscription or installation media without the prior written consent of T-Impact.

22. The Customer's licence to use the Robotic Subscription shall not be deemed to extend to any other Robotic Subscription, programs or materials of T-Impact other than the Robotic Subscription unless specifically agreed to in writing by T-Impact. The Customer acknowledges that it is licenced to use the T-Impact Solution only in accordance with the terms and conditions of this Agreement and not further or otherwise.

23. The Customer shall not at any time do or permit any act which may affect T-Impact's rights, title or interest in the Robotic Subscription.

T-Impact hereby provide written consent that Robotic workflow source code may be copied for backup and disaster recovery.

SCHEDULE 3
Installation of T-Impact Solution

The following terms and conditions apply when any T-Impact Solution involves installation with a Customer's network.

1. In relation to all Installations of a T-Impact Solution:
   a. T-Impact shall develop and install the T-Impact Solution in accordance with the requirements of the T-Impact Solution Technical Specification.

   b. T-Impact agrees:

      i. to install the T-Impact Solution at the Site;

      ii. to support the Customer acceptance tests agreed in the Robotic Implementation Plan; and

      iii. to use reasonable endeavours to provide the T-Impact Solution Ready for Service by the Target Start Date

2. The Customer shall, at its own expense, prepare the Site in accordance with the information provided by T-Impact in advance of the Target Start Date. The Customer Obligations will be extended to include the following. Any Customer obligations which are not fulfilled and require T-Impact to perform additional work will be subject to a Change Order and may incur additional costs.

   a. provision of the following environments capable of receiving the T-Impact Solution, including remote access facilities for configuration and support:
      i. Development/Playback
      ii. Acceptance Testing
      iii. Live Operations

   b. ensuring that the **Customer Network** is installed and is in working order and available to T-Impact to the standard required in the T-Impact Solution Technical Specification. This includes network stability, particularly where citrix is used.

   c. Perform activities assigned to Customer in Robotic implementation plan

   d. Enable access rights and relevant permissions to install the robot on the Customer's environment and access all required IT systems.

SCHEDULE 4
Change order

Either Party may propose a change, but no proposed change shall come into effect until a relevant Change Order has been signed by both Parties.

A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on:
- the Scope of Work;
- the timetable for work to be performed; and
- the cost of the work and materials;
- any of the other terms of the relevant the Change Order

If the Customer wishes to make a change:
- it shall notify T-Impact, providing as much detail as is reasonably necessary to enable T-Impact to prepare the draft Change order; and
- T-Impact shall, within fourteen (14) days of receiving the Customer's request, provide a draft Change Order to the Customer.

If T-Impact wishes to make a change, it shall provide a draft Change Order to the Customer.

SCHEDULE 5
T-Impact Prices
(all prices exclusive of VAT)

RPA as a Service (RPAaaS) is provided on a subscription basis, including workflow design & development and Robotic licences. These costs for T-Impact's RPAaaS offerings are:

Robot subscription	Description	Setup Charge	Monthly Subscription Charge	Hosting Setup Charge	Hosting Monthly Charge
Dolores	Robotic Process Automation as a Service (RPAaaS) - Personal assistant Robot- setup + 3 months (includes 24 implementation days)	£12,750	£1,750	£500	£750
Hector	Hector - Robotic Process Automation as a Service (RPAaaS) - Back office Robot - setup + 3 months (includes 24 implementation days)	£18,250	£2,750	£500	£750
Sarah	Shared Orchestrator, which controls unattended Robots and provides advanced monitoring & reporting	£1,000	£1,000	Free	Free
Alan	Unattended Robot with Microsoft Artificial Intelligence Handwriting Analysis	£11,388	£4,138	£500	£1,964

T-Impact are an authorised reseller for UiPath annual subscription licenses. These software subscription licenses do not include infrastructure, process design/implementation services, which can be purchased separately.

Vendor	Annual software subscriptions	Customer Price
UI Path	Studio	£2,700
UI Path	Studio node locked	£4,500
UI Path	Attended	£1,800
UI Path	Attended node locked	£1,800
UI Path	Unattended	£7,500
UI Path	Orchestrator on premise[1]	£18,000
UI Path	Orchestrator Light (5 Robots)	£8,100
IBM	Blueworks live - editor	£508
IBM	Blueworks live contributor	£102

T-Impact's Centre of Excellence packages transfer skills into your organisation. These T&M projects can be sized to meet your needs.

Centre of Excellence Offer	Description	Price
RPA CoE Set-up and Training	Organisation & training support to compliment FREE UiPath Academy resources	£10,989
RPA Knowledge management	Build confidence and experience, working alongside our RPA experts. Assumes 3 projects of 30 days implementation effort. Your team takes responsibility for 50% of project 2 & 75% of project 3.	£59,940
RPA Governance framework	Maximise value of your RPA resources supported with methods & governance processes to ensure efficiency	£12,145
RPA Solution Sustainability	Ensure on-going quality across your team & support when your need it most. Includes 10 technical assessments, 10 documentation reviews and 20 day support block.	£50,955

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[1] To use the reporting facilities in Orchestrator, you must also purchase supporting tools, such as Kibana, Elasticsearch & SQL. These tools are included in the T-Impact Sarah, shared Orchestrator offer.

Professional Services Agreement

T-Impact offer a number of T&M Work Packages, that can be sized to meet your needs.

Description	Price (Total)
Robotic Process Automation (RPA) Vendor Selection	£ 26,935
Robotic Process Automation (RPA) license needs analysis	£ 5,975
IBM BPM (Business Process Management) Workflow license needs assessment	£ 15,965
IBM ODM (Operational Decision Management) license needs assessment	£ 11,577
IBM BPM (Business Process Management) Workflow GDS Alpha	£ 47,086
IBM BAW (Business Process Management) Workflow GDS Alpha	£ 47,086
IBM ODM (Operational Decision Management) GDS Alpha	£ 47,086
IBM BPM Workflow & UiPath Robot implementation GDS Alpha	£ 47,086
Bonitasoft Workflow GDS Alpha	£ 47,086
Bonitasoft Workflow & UiPath Robot GDS Alpha	£ 47,086
Robotic Process Automation (RPA) off boarding migration plan	£ 15,965

T-Impact offer the following fixed price services.

Service description	Price
UiPath software installation (per Robot)	£ 500
Organisational RPA Assessment Workshop (1 Day)	£ 1,200
Technical support, Standard	20% Build cost per annum (Robotic Subscription includes 4 Hours Standard Support per month)
Technical support, Premium	Standard support + £200 per month
Support block (25 days with 10% discount)	£ 19,598
Robotic Training (various courses available)	Price on request

T-Impact also have a number of prebuilt Robotic solutions. Contact sales@t-impact.com for scope, features & prices.
   a.   RPA Customer on-boarding Robot
   b.   RPA Applicant & Candidate management Robot
   c.   RPA Social media contact enhancement Robot
   d.   RPA Housing management Robot
   e.   RPA Care in the community Robot
   f.   RPA Customer data cleanse Robot
   g.   RPA CRM de-duplication Robot
   h.   RPA & AI Handwriting analysis Robot

T-Impact can also provide professional services on a time & material basis, based on the following rates:

Grade	SFIA[2] Role description	Rate
1	Follow	£500
2	Assist	£600
3	Apply	£871

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[2] Skills for the Information Age (SFIA)

4	Enable	£999
5	Ensure/Advise	£1,195
6	Initiate/Influence	£1,395
7	Set Strategy/Inspire	£1,595

Standards for Consultancy Day Rate cards

Consultant's Working Day – 8 hours exclusive of travel and lunch.

Working Week – Monday to Friday excluding national holidays

Office Hours - 09:00 – 17:00 Monday to Friday

Travel, Travel Time and Subsistence – Payable at customer standard T&S rates

Mileage – As above, typically 45p per mile

Professional Indemnity Insurance – included in day rate.

SCHEDULE 6
T-Impact Standard Policies
(Attached)

Part A: Service Levels
Part B: End User Licence Agreement
Part C: Fair Use Policy
Part D: T-Impact Solution Technical Specification

PART A - SERVICE LEVELS

The following exhibit is provided for information only.

What Service Levels do we Provide?
T-Impact will make every effort to complete your support request remotely. In exceptional circumstances on-site support will be provided. We will only travel to your site after your team have performed basic diagnostic tests, under our direction.

You are required to offer T-Impact remote access to systems where necessary to facilitate support and maintenance services.

If we must travel to your site, you will be invoiced for the travel costs and the travel time will be deducted from your monthly support allowance.

Changes to the IT systems which your T-Impact Solution accesses are treated as a Change Request. You should notify of us changes in advance and allow us time to implement the required changes to your T-Impact Solution.

Technical Support
Incidents should be logged through the T-Impact Customer Support Portal, which provides access to subscription-related resources depending on your subscription. Incidents can be created on the T-Impact Customer Services Portal of sent via email (rpa@timpact.atlassian.net). Please provide as much information as possible when logging an incident to enable us to give you the best support, e.g. error messages, codes or screen prints.

On receipt of your support request, we will work with you to classify your incident based on impact, respond and assign resources to resolve your incident. If the work will take less than an hour, we will complete it then notify you. Otherwise, we will notify you of the estimated resolution time.

Incidents are classified by severity based on impacts, as follows:

Severity Level	Description	Example
1	Incident having a critical impact on customer service delivery in terms of services and revenue and no work around options are available.	Customers orders can not taken
2	Incident which has operational impact but there is no impact on service delivery at customer side. A severity 1 incident with a work around that mitigates impact.	Customer orders take longer to process
3	Incident which may reduce solution capability but has no impact to service and production. A severity 2 incident with a work around that mitigates impact.	Customer orders can be taken but confirmation letter uses incorrect font

Hours of support and response times depend on the service level you purchased.

Standard Support
4 hours per month standard support is included with every RPAaaS subscription. Support is provided Monday to Friday from 9 Am to 5 PM for UK time zone, excluding UK Bank Holidays. Responses are normally provided by email.

Severity Level	Initial response	On-Going response
1	1 Hour	1 Hour
2	2 Hours	1 Business Day
3	1 Business Day	1 Business Day

Premium Support

Incur an additional charge for each T-Impact Solution. Support is provided Monday to Saturday from 9 Am to 6 PM for UK time zone, excluding UK Bank Holidays. Responses are normally provided by email. Sunday and extended hours support are available for an extra charge, where required.

Severity Level	Initial response	On-Going response
1	1 Hour	1 Hour
2	2 Hours	4 Hours
3	4 Hours	1 Business Day

Support Escalation
The following support escalation procedure will be used by both parties.

a.   All incidents which have been logged for technical support, through the T-Impact Customer Support Portal, and not received an initial or on-going response by the defined response times shall be escalated to the T-Impact Service Delivery lead;

b.   If the incidents responses are subsequently not provided within an hour, the incidents shall be escalated to the T-Impact Commercial Director;

Robotic Subscription Monitoring
T-Impact actively monitor your robotics solution to ensure efficient running. This activity forms part of your subscription contract.

Robotic Subscription Maintenance
New releases, bug fixes and other maintenance will occur on a regular schedule. Where practicable, any changes which will affect the running of your robotics solution will be notified to customers no less than 2 days in advance.
Bug fixes which are released to ensure the continued operation of your robotics solution may need to be deployed immediately.

Robotic Subscription Change Requests
Where you wish to materially change the functionality of the robotics solution, T-Impact will require full details of the changes to be made in order to quote accurately.
Where you have unused support hours in any given month, these can be used to support change requests, but any time spent over this allowance will be charged at current rates.

Robotics Subscription Support Exclusions
Your robotics support runs for the period of your subscription to the solution only.
It is limited to support for the robotics solution only.
T-Impact has no obligation to provide support if:
  • You have made unauthorised changes to our Robot Solution
  • The support issue is related to other systems or software
  • If you are using our standard RPA as a Service ("**RPAaaS**") configuration and changed the environment in which our Robot runs
  • You have asked for the T-Impact Solution to be installed on your hardware rather than our Clouding Hosted Service and:
      1)   the hardware does not meet our Robotic Solution Technical Specification,
      2)   is faulty
      3)   has not been updated with latest software releases (e.g. operating system, browser)

How your Robotic Subscription Support Allowance Works
Your Robotics Subscription contract includes 4 hours of support per month.

If your support request requires more than 4 hours, we will contact you to discuss the effort required and any costs.

Support time will be deducted from your remaining monthly support allowance. Any unused support

hours will be rolled over into the next month. Support hours can be rolled forward if unused. You can accrue a maximum of 24 support hours of support at any time.

Your first month's support allowance will be calculated on a monthly pro-rata basis.
We will inform you of your remaining support allowance on the completion of each support request.

T-Impact continuously looks for ways to improve the service it offers to customers and is actively designing tools to provide remote, automated monitoring & updates of your robotics solution(s). We will look to roll-out this solution to all customers as it becomes available.

Requesting Additional Support
Additional support is available from T-Impact as required and in accordance with the service levels we provide.

Each support request will be assessed for scope and an estimate of time required given.

Each additional hour, or part thereof, will be charged at our standard time & material rates, as defined in Schedule 4.

Support Downtime
T-Impact shall give you as much notice as is reasonably practicable of solution downtime which will are caused by our work to resolve support requests.

T-Impact will make every effort to resolve support requests with a minimum of disruption and downtime, within our service levels, but customers should be aware that support inherently requires work to be completed on your live solution, which may result in system downtime.

PART B – UIPath END USER LICENCE AGREEMENT

Attached as separate PDF document

PART C - FAIR USE POLICY

T-Impact Robotics Software as a Service
T-Impact wants to ensure and maintain an optimal user experience. That's why we monitor our Robotics Solutions usage and work according to a Fair Use Policy. This Fair Use Policy has been created to prevent improper use of the software, so we can guarantee an excellent user experience. The Fair Use Policy for T-Impact's RPAaaS comprises file storage (for instance Robotics log files) and the amount of data traffic created by our Robotics Solutions. T-Impact does not charge extra costs when the tool is used reasonably. When we determine the scope of Fair Use, we take into account your contract, the observed use of all T-Impact's Robotics RPAaaS customers, technical advances and the current price rate of all necessary assets. We'll adjust these values when there is reasonable cause. We inform you in a timely fashion, when these changes affect your costs or use. When we detect something out of the ordinary in your T-Impact RPAaaS environment, we'll contact you to discuss the situation and potential alternatives. If the situation doesn't change, may have to limit the available storage or bandwidth.

Amount of data storage

If T-Impact hosts your solution, we will store audit files created by your Robotics solution. To make sure that there is enough storage for everyone, we've limited the amount of data you can save with T-Impact. We've made sure that almost all customers have plenty of virtual disk space when the Robot is used normally. You can always request the actual size of your data storage within T-Impact. We will be providing an automatic file clean-up-service, which deletes files after the amount of days indicated by you. If we detect that your organization saves more data than the mentioned Fair Use value, we'll contact you to discuss the situation. It's possible to expand your storage to add more space in blocks of 25 gigabyte (GB). The costs for this are £25 per block per month. Storage can be expanded up to 500GB. At that point we'll contact you to discuss alternative storage solutions.

Network bandwidth

If T-Impact hosts your solution, we will monitor the network traffic you consume. To prevent the negative effect of excessive network traffic on your user experience or that of others, we compare your use to the average use of our other RPAaaS customers. With normal use you don't have to worry about the network bandwidth available to you. If we detect a situation that could lead to a decrease in service, T-Impact will contact you to discuss the situation. In some situations, we can intervene by limiting the available bandwidth.

PART D - T-IMPACT SOLUTION TECHNICAL SPECIFICATION

The standard T-Impact Solution Technical Specification will be reviewed and agreed during project kick off. This document defines

- Hardware & software prerequisites
- Licensed product considerations
- Firewall considerations
- Disaster recovery
- T-Impact technical support

EXHIBIT A – TEMPLATE: STATEMENT OF WORK FOR ROBOT SUBSCRIPTION (RPA AS A SERVICE)

1. <u>PURPOSE</u>

The following parties enter into this Statement of Work ("Statement of Work"), under and subject to the terms of the Professional Services Agreement dated _____ and signed by the same parties. This Statement of Work is legally binding as of the date that the last party signs and dates it.

(1) ("T-Impact") T-IMPACT LIMITED, a British limited liability company having its registered office at Unit 11, Diddenham Court, Lambwood Hill, Grazeley, Reading, Berkshire RG7 1JQ with company number (CRN) 05235429

(2) ("Customer") _____, a _____having its registered office at _____ with company number (CRN) _____

hereinafter separately referred to as the "Party" or jointly referred to as the "Parties".

The purpose of this Statement of Work is to set forth the Services to be provided by the T-Impact.

The Services shall commence on the Statement of Work Commencement Date and shall continue until cancelled according to the terms in the Agreement.

PROGRAMME ID/ NAME:		PORTFOLIO:	
CUSTOMER ACCOUNTABLE EXECUTIVE:		T-IMPACT DELIVERY LEAD	
CUSTOMER PROGRAMME/PROJECT MANAGER			

Change History

Version	Date	Author	Brief Description of Key Changes
V0.1			Initial draft of Statement of Work (SoW)

Contract Details

Statement of Work Commencement Date	
T-Impact	**T-Impact Ltd** Unit 11, Diddenham Court Lambwood Hill, Grazeley Reading, Berkshire RG7 1JQ
Statement of Work Reference (Provided by T-Impact)	
Business Unit	

Client Accounts Payable information	
T-Impact Accounts Receivables contact	Kevin Morgan, Finance Controller accounts@t-impact.com T-Impact Ltd Unit 11, Diddenham Court Lambwood Hill, Grazeley Reading, Berkshire RG7 1JQ
Description	This Statement of Work outlines the Robotic Subscription (RPA as a Service) supplied by T-Impact. This project is comprised of both Services and Support, described in the following sections. {Describe the anticipated business benefits of the project}
PO Number	

Service 1

T-Impact Responsibilities - Robotic Process Automation (RPA) Organisational Assessment.

T-Impact is responsible for leading the following activities, with support from Customer staff.

RPA Opportunity Backlog
- Facilitate workshop(s) to prioritise processes, assessing which is best for Robotic Automation
- Prepare Robotic Automation catalogue, a prioritised list of business processes best suited for Robotic automation

RPA Environment recommendations
- Present RPA Technical Specification with Customer technical specialists prior to T-Impact Solution build
- Conduct technical workshop (s) with Customer Infrastructure, Access control[3] & Information security specialists to agree working environments and configuration for Robot Solutions
- Define schedule of activities to prepare development, acceptance test and live operational environments for Robot Solutions
- Technical audit to confirm environment stability and access to all IT systems

User Acceptance Test (UAT) Recommendations
- Work with Customer acceptance test specialists to identify what support is required to prepare Acceptance Test approach, Role definitions and schedule
- Consulting support to advise on how to prepare acceptance test data, scripts & acceptance criteria
- Recommendation on automated test tools
- Agree procedure for reporting, tracking & resolving incidents

Scope of the Services - T-Impact Solution delivery. Outline the extent of the services and any exclusions.

Items in scope are:
- RPA Opportunity Backlog
- Robotic Environment specification
- Robotic Environment recommendations
- Acceptance Test recommendations

Items out of scope:
- T-Impact Solution
- Robotic runtime licences
- Customer obligations
- Customer Acceptance Testing preparation materials, e.g. data, scripts, acceptance criteria

Applications out of scope:
- None

Customer Obligations.

Robotic Automation catalogue
- Provide list of candidate business processes which will be prioritised
- Provide access to Subject Matter Experts with knowledge of business processes and authority to make prioritisation decisions
- Approved Robotic Automation catalogue

Robotic Environment recommendations

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[3] This includes both T-Impact remote access for development/support and Robot access to every IT system and/or data source required to automate the selected business processes

- Decision whether Robot will be installed in Customer infrastructure or T-Impact cloud infrastructure will be purchased
- Provide access to Customer technical specialists, with authority to make decisions regarding configuration of Infrastructure, Access control & Information security
- Provide access to Customer technical managers, with authority to allocate technical resources for Infrastructure, Access control & Information security
- Collaborate to produce a schedule of activities to prepare development, acceptance test and live operational environments for Robot Solutions
- Provision of development, acceptance test and live operational environments (if Robot run on customer infrastructure)
- Robot access to all required IT systems

Acceptance Test Recommendations
- Provide access to Customer acceptance test specialists, with authority to make decisions regarding Acceptance Test approach, Role definitions and schedule
- Provide access to Customer test manager, with authority to allocate resources for test planning, preparation, execution & reporting
- Collaborate to produce a schedule of activities to prepare development, acceptance test and live operational environments for Robot Solutions
- Collaborate to agree/refine procedure for reporting, tracking & resolving incidents
- Decision whether T-Impact consulting support is required to support Acceptance Test preparation, e.g. acceptance test data, scripts & acceptance criteria
- Decision whether support is required with test automation

Service 2

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T-Impact Responsibilities - Robotic Subscription delivery.

T-Impact is responsible for leading the following activities, with support from Customer staff.

Infrastructure and access audit
- Setup infrastructure, if purchased from T-Impact, or test Customer provided infrastructure
- Test access to all IT systems used by the Robot
- Test remote access

Business process analysis
- Map selected business process, identifying key activities, responsibilities, process flow decisions and metadata[4]
- Analyse the selected business process, providing recommendations to remove defects, waste and improve T-Impact Solution effectiveness
- Agree any changes to process assets, such as forms, which will enable an effective Robotic Subscription
- Prepare business benefits & ROI analysis
- Document the process and Robotic design (Process Design Document)

Robot
- Design Robot Solution to automated agreed business process
- Build & System Test Robot Solution
- Playback solution to Customer and revise to incorporate learnings

Hand over for Acceptance Testing
- Install Robot in customer provided test environment for Acceptance Testing
- Resolve incidents logged in T-Impact support system
- Support Customer's deployment into live operation

Scope of the Services - Robotic Subscription delivery. Outline the extent of the services and any exclusions.

Items in scope are:
- T-Impact Solution
- Robotic runtime licences

Items out of scope:
- Customer obligations
- Infrastructure (cloud hosting)
- Support for Customer Acceptance Testing, unless purchased separately

Applications out of scope:
- None

Customer Obligations.

Infrastructure and access audit
- Decision if infrastructure/environment for Robot development, System & Acceptance Test and Live Operation Will be purchased from T-Impact (Cloud infrastructure)
- If infrastructure/environments are provided by the customer, they much conform with the technical specifications provided by T-Impact, see Schedule 5
- For every IT system accessed by the Robotics Subscription, the Customer will provide:

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[4] For example: handling time & costs per activity

- o Development, System & acceptance test environment(s) that will operate the same as the live environment, particularly the same screen layouts;
    - o user accounts, access rights and an appropriate system test environment(s) or platform to enable T-Impact to test run any Robotics Solutions; and
    - o adequate system test data, which is accessible to the Robotics Solutions during System testing,
    - o remote support facilities and access to its IT systems and network, as required to support the Robotics Solutions;
- Access to the Customer's IT systems and network, as required to set-up and test the T-Impact Solution

Business process analysis
- Provide subject matter experts and existing documentation
- Actively manage staff and suppliers through the change, providing governance and support
- Ensure decision making authority is delegated to Customer Programme/Project manage to enable decisions regarding process design & improvement to be provided within 48 hours
- Accurate requirements, parameters and business rules for the Robotics Solutions and a description of what the Robotics Solutions should achieve. The Customer is responsible for ensuring these requirements and parameters are clear, concise and unambiguous
- Approve process and Robotic design documentation (Process Design Document)

Robot Solution
- Participate in Playbacks, providing feedback and suggestions
- Prepare Acceptance test assets[5]

Hand over for Acceptance Testing
- Conduct Acceptance Tests
- Record any incidents in T-Impact support system
- written confirmation that the Robotics Solutions has been fully Acceptance Tested to the Customer's satisfaction, verifying that the T-Impact Solution achieves the defined T-Impact Solution requirements, and this has no adverse effect on the existing Customer data and IT systems
- Deploy T-Impact Solution into live operation

Customer will also provide usage of machine time, communications, stationery, media, suitable working accommodation and office access, if required.

Service 3

T-Impact Responsibilities - T-Impact Solution support.

T-Impact will provide 4 hours support each month to complete the following activities. Work will be prioritised in collaboration with Customer Operations Lead.

Monitoring
- Checking Robot to ensure it is working correctly
- Reviewing audit & log files to identify business and technical exception conditions encountered, suggesting improvements to eliminate these in the future where possible

Reporting
- Producing monthly Robot[6]

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[5] For example, Acceptance test approach, test data, test scripts, training for test staff, test tools, test reporting
[6] Advanced reporting available with purchase of T-Impact's Sarah, shared robot orchestrator

Incident resolution
- Respond to incidents reported
- Resolve reported incidents & Hand over for Customer Acceptance Testing
- Hand over for Customer Acceptance Testing

Enhancements
- Implementing changes to improve the Robot Solution
- Hand over for Customer Acceptance Testing

Scope of the Services - T-Impact Solution delivery. Outline the extent of the services and any exclusions.

Items in scope are:
- T-Impact Solution
- Robotic runtime licences

Items out of scope:
- Changes to Customer IT systems
- Support for Customer Acceptance Testing of enhancements & incident resolution, unless purchased separately

Applications out of scope:
- None

Customer Obligations.

Monitoring
- Report Robot down time as an incident using T-Impact support systems

Reporting
- None

Incident resolution
- Report any incidents using T-Impact support systems
- Acceptance Test Robot once incidents have been resolved

Enhancements
- Request any enhancements using T-Impact support systems
- Acceptance Test Robot once enhancements have been developed

Governance and Relationship Management
T-Impact and Customer primary contacts for all activities under this Statement of Work shall be those identified in the table below or such other contact notified by a Party to the other in writing.

T-Impact Role	Customer Counterpart Role	Role Responsibility
Trevor Cole, Commercial Lead Telephone: e-mail: trevor.cole@t-impact.com	TBD, Customer Purchasing Contact Telephone: e-mail:	Ensure solution meets expectations and deliver Return-on-investment. Escalation point for risks/issues encountered

Professional Services Agreement

_____, Engagement Lead Telephone: e-mail:	TBD, Customer Sponsor Telephone: e-mail:	Stakeholder relationship management and point of escalation for resource, technical or commercial related matters
TBD, Project Lead Telephone: e-mail:	TBD, Project Lead Telephone: e-mail:	Primary contact for delivery and risk/issue escalation matters

T-Impact Team

Role	Name	Anticipated Start Date	SFIA Grade
Robotic Project lead			
Robotic business analyst			
Robotic Technical lead			

FEES, INVOICING, AND EXPENSES

Customer shall make payments to T-Impact for the following charges, as defined in **Schedule 1**.

Charge type	Charges	Payment due
Up front payment	For example: £ 10,000, Set-up fee £ 11,250, 3 months subscription fee for Hector & Sarah (£3,750 *3)	Prior to Statement of Work Commencement Date
Subscription fee	£3,750	Paid by direct debit before 1st of month
Travel time & expenses	Invoiced at cost	Weekly in arrears

An appendix may also set forth any specific conditions applicable to the provision of the Services and Deliverables.

Name of Appendix and/or reference documents attached

Except where expressly provided in this Statement of Work, this Statement of Work and the Agreement will prevail over any contradiction or inconsistency with such Appendices.

T-Impact shall submit requested progress reports to Customer's project manager with respect to the Services and Deliverables on a monthly basis.

PLACE OF PERFORMANCE OF SERVICES.

The Services shall be performed remotely where possible. Business analysis workshops will generally be conducted at the Customer's offices. Any change in the place of performance shall be subject to the agreement of both Parties.

THE FOLLOWING TERMS WILL BE DETAILED ON A CASE-BY-CASE BASIS:
- ➤ Facilities (offices, desk, connectivity, access)
- ➤ Equipment (workstation, software, tools & installation)
- ➤ Expense policy for work at assignment location and other locations
- ➤ Acceptance testing procedures
- ➤ Any variation to change control procedures defined in Schedule 3 of the Agreement

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written by the undersigned authorized representatives of T-Impact and Customer.

FOR T-IMPACT   FOR CUSTOMER

Signature: _____   Signature: _____

Name: R Keith Stagner _____   Name: _____

Title: CEO _____   Title: _____

Date: _____   Date: _____

EXHIBIT B - TEMPLATE: STATEMENT OF WORK FOR TIME AND MATERIALS WORK

Statement of Work template will be provided, if required.

EXHIBIT C - TEMPLATE: STATEMENT OF WORK FOR FIXED PRICE WORK

Statement of Work template will be provided, if required.