

SERVICE MODULE 5

CONSULTANCY SERVICES

Thomas and the Account Holder have entered into master terms and conditions for the provision to the Account Holder of certain solutions (the **“Master Agreement”**). Pursuant to this Master Agreement, the Account Holder is entering into an Order for the purchase of specific Solutions, in respect of which these Service Module terms and conditions (the **“Service Module Terms”**) shall apply. These Service Module Terms shall apply to the provision by Thomas of Consultancy Services (as defined below) to the Account Holder. These Service Module Terms amend the terms of the Master Agreement, except that in the event of any conflict, ambiguity or inconsistency between the Order and these Service Module Terms, the terms of the applicable Order shall take precedence accordingly.

I DEFINITIONS

1.1 Any reference to capitalised terms in these Service Module Terms will have the meaning given to them in the Master Agreement unless otherwise defined below.

“Consultancy Services” means any consultancy services provided by Thomas to the Account Holder in respect of any Thomas Solution(s);

“Pre-Paid Consultancy Services” means Consultancy Services which are provided to the Account Holder as a part of: (i) a Platform Licence in accordance with Service Module 1 (Platform Licence Terms); or (ii) a Subscription in accordance with Service Module 3 (Online Services – Subscription Terms);

“Project” has the meaning set out in clause 2.1

“Service Request” means a written request made by the Account Holder for Thomas to provide Consultancy Services in accordance with these Service Module Terms; and

“Standalone Consultancy Services” means Consultancy Services which are provided to the Account Holder on a standalone basis and not as a part of a Platform Licence or a Subscription.

2 CONSULTANCY SERVICES

2.1 Where the Account Holder issues Thomas with a Service Request, the parties shall, within a reasonable period

of time and in any event within ten (10) days of receipt by Thomas of the Service Request, agree in writing and in reasonable detail, the scope of the Consultancy Services to be provided by Thomas to the Account Holder and which shall be further set out in the applicable Order (each, a “Project”).

2.2 Thomas shall use reasonable endeavours to:

2.2.1 provide Consultancy Services in accordance with the Service Request and Project to which they relate; and

2.2.2 deliver a Project in accordance with any identified Project specifications and outcomes as set out in the Order, provided that time shall not be of the essence in respect of the delivery of any Project.

2.3 The Account Holder shall:

2.3.1 provide Thomas with all necessary co-operation;

2.3.2 provide Thomas with all necessary access to such information, documentation and other material as may be reasonably required by Thomas, including any Content and security access information; and

2.3.3 comply with all reasonable instructions (whether written or verbal) given by Thomas to the Account Holder and carry out all other Account Holder responsibilities set out in the Master Agreement, these Service Module Terms and/or any Order;

in relation to the provision of the Consultancy Services and the delivery of a Project.

2.4 Without prejudice to clause 15 (Limitation of Liability) of the Master Agreement, Thomas shall not be liable in any circumstances for any failure to provide the Consultancy Services or to deliver a Project (including any failure to meet a Project deadline) where such failure arises directly or indirectly out of the Account Holder’s failure (whether by act or inaction) to comply with clause 2.3.

3 TERMINATION AND CANCELLATION

3.1 For the avoidance of doubt, except as may be permitted under clause 16.2 (Termination) of the Master

Agreement and clauses 3.2 and 3.4 of these Service Module Terms, the Account Holder is not permitted to terminate these Service Module Terms or any Order for Consultancy Services (including any Project).

3.2 The Account Holder can cancel an Order for Consultancy Services, including any Project, (whether such Consultancy Services are Prepaid Consultancy Services or Standalone Consultancy Services) upon at least thirty (30) days' notice prior to the start date of the applicable Consultancy Services and/or Project.

3.3 If the Account Holder cancels an Order for Standalone Consultancy Services (including any Project):

3.3.1 within fourteen (14) days of the start date of the applicable Consultancy Services and/or Project, the Account Holder will remain liable to pay to Thomas the full Fees pertaining to the Order for such Consultancy Services and/or Project; and

3.3.2 more than fourteen (14) days and less than thirty (30) days prior to the start date of the applicable Consultancy Services and/or Project, the Account Holder will be liable to pay to Thomas fifty percent (50%) of the full Fees pertaining to the Order for such Consultancy Services and/or Project.

3.4 If the Account Holder cancels an Order for Pre-Paid Consultancy Services within thirty (30) days of the start date of the applicable Consultancy Services and/or Project, the Account Holder will be liable to pay to Thomas a four hundred pound (£400) cancellation fee for cancellation of each relevant Project which forms a part of the cancelled Pre-Paid Consultancy Services.

4 FEES

4.1 The Fees for the Consultancy Services shall be calculated on a per Project basis using a day or half day rate (as may be applicable in the circumstances), in accordance with Thomas' price list as at the date of the relevant Order and as further set out in the applicable Order.

4.2 In addition to the Fees set out in clause 4.1, and unless agreed otherwise in writing between the parties, the Account Holder shall pay all reasonable expenses properly and reasonably incurred by Thomas in the course of the provision of the Consultancy Services and/or the delivery of a Project (including but not limited to travel and accommodation), subject to the production of receipts or other appropriate evidence of payment.