

## DELIVERABLE SCHEDULE – ENGINEERING SERVICES

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Deliverable Schedule the following definitions apply:

**"General Terms"** means Switchshop's general terms of sale and supply as published on the website ([www.switchshop.co.uk/terms](http://www.switchshop.co.uk/terms)) from time to time and available on request;

**"Engineering Services"** means the services to be provided by Switchshop to the Customer (which may include project work, on site health checks, sub-contracted engineering/installation and training) as more particularly described in the Order and the Scope of Works; and

**"Scope of Works"** means the scope of works to be carried out by Switchshop following the placement of the Order.

1.2 Any capitalised words not defined above shall have the meaning given to them in the General Terms. The rules of interpretation as set out in clause 1.2 of the General Terms shall also apply to this Deliverable Schedule.

### 2. APPLICATION OF THIS DELIVERABLE SCHEDULE

This Deliverable Schedule along with the Order, Scope of Works and the General Terms apply to and form part of the Contract between Switchshop and the Customer for the provision of Engineering Services. They supersede any previously issued terms and conditions of purchase or supply.

### 3. SERVICES

3.1 Switchshop shall provide to the Customer the Engineering Services as more particularly described in the Order and the Scope of Works.

#### 3.2 Ordering Process

The ordering process for the Engineering Services shall be as follows:

3.2.1 following the Customer placing an Order (which shall set out at a high level the Engineering Services to be provided along with Switchshop's estimate of the number of hours or days required to undertake the Engineering Services), Switchshop shall undertake a scoping exercise to complete the Scope of Works for the Customer's approval;

3.2.2 where the Customer agrees to the Scope of Work, it shall sign or otherwise communicate its acceptance to the Scope of Works; and

3.2.3 Switchshop shall agree with the Customer when the Engineering Services are to be provided.

#### 3.3 Status of an Order

An Order shall constitute a legally binding contract between the Parties for the provision of Engineering Services and may only be terminated in accordance with the terms of the Contract.

### 4. PRICING

4.1 The Customer shall pay Switchshop for the Engineering Services based on the Price set out in the Order. The

Customer shall make payments to Switchshop in accordance with the General Terms.

4.2 Where Switchshop reasonably determines that the Engineering Services require extra time over and above what was estimated in the Order, Switchshop shall notify the Customer of the impact on the Price in the Scope of Work. The Customer shall be responsible for the increased Price where the Customer signs or otherwise communicates its acceptance to the Statement of Work.

4.3 The Price is exclusive of any sundries that may be required as part of the delivery of the Engineering Services which Switchshop may charge the Customer for in addition to the Price.

### 5. THIRD PARTY TERMS

The Customer acknowledges that Third Party Terms (in accordance with clause 12 of the General Terms) may apply to the provision of the Engineering Services, and agrees to comply with any Third Party Terms that are applicable to the Engineering Services as if it were a party to the Third Party Terms.

### 6. CUSTOMER RESPONSIBILITIES

6.1 The Customer acknowledges and agrees that Switchshop is dependent on the Customer for the provision of the Engineering Services. The Customer shall ensure that it:

6.1.1 provides Switchshop with any assistance reasonably necessary in order to scope the Engineering Services and for it to complete the Scope of Work (including making appropriate members of staff available to discuss the Engineering Services and review the Scope of Work);

6.1.2 reviews any Scope of Work provided to it in relation to Engineering Services as soon as possible and, in any event, no later than two Business Days after the Scope of Work is provided. Any Scope of Work that is not been rejected two Business Days after being provided shall be deemed to have been accepted by the Customer;

6.1.3 provides to Switchshop, at the time of placing the Order, with details of any specific requirements the Customer has in relation to the Engineering Services (including copies of its health and safety policy and any other documentation, procedures and restrictions relating to the Customer's site, any documentation requirements or any other contractor rules or requirements);

6.1.4 provides to Switchshop, as soon as the Customer becomes aware of the same, any information that may have an impact on the timely completion of the Engineering Services;

6.1.5 complies with any responsibilities set out in the Order and/or Scope of Works;

6.1.6 cooperates with Switchshop, as reasonably requested by Switchshop from time to time in connection with the delivery of the Engineering Services;

6.1.7 where reasonably requested by Switchshop, provides accurate information to assist Switchshop in providing the Engineering Services;

- 6.1.8 provides to Switchshop appropriate levels of access and privileges to its systems to allow Switchshop to perform the Engineering Services;
- 6.1.9 allows Switchshop to install any hardware or software that it requires to allow it to provide the Engineering, perform diagnostic tests and apply fixes (the "**Switchshop Hardware**" and "**Switchshop Software**" as the context allows);
- 6.1.10 has and keeps in place at all times an Internet connection sufficient to allow Switchshop to provide the Engineering Services (where such Engineering Services are to be provided remotely or require an Internet connection); and
- 6.1.11 at all times treats, and shall ensure that its employees, representatives and sub-contractors treat, Switchshop employees and representatives with respect and shall not engage in rude, intimidating or inappropriate behaviour towards Switchshop employees or representatives.
- 6.2 Where the Engineering Services are to be provided at a Customer site, the Customer shall:
- 6.2.1 allow access to the site for no less than eight hours per day between the hours of 8:00 and 18:00 (or as otherwise agreed between the Parties from time to time);
- 6.2.2 provide access to a kitchen (with water and tea/coffee facilities), toilet facilities and on site car parking;
- 6.2.3 ensure a safe and temperate working environment for all Switchshop Personnel working at the Customer site;
- 6.2.4 notify Switchshop in advance of agreeing an Order of any site-specific requirements (for example where work is to be carried out at height) so as to allow Switchshop to carry out any required risk assessment; and
- 6.2.5 provide Switchshop with any required hardware and/or equipment (which has been certified, where applicable) as a result of any site specific requirements pursuant to paragraph 6.2.4 (including ladders).
- 6.3 Switchshop shall not be responsible for service delivery issues or for Switchshop's failure to carry out any of its obligations under the Contract that arise from the Customer's failure to comply with the provisions of the Contract (including this paragraph 6).
- 6.4 Where Switchshop is not able to provide the Engineering Services because the Customer fails to comply with its responsibilities set out in this paragraph 6, it shall be liable to Switchshop for the charges relating to any pre-booked Engineering Services.
- 6.5 Switchshop shall not be obliged to provide the Engineering Services where it determines (in its ultimate discretion) that it is not safe to perform the Engineering Services.
- 7. DATES FOR ENGINEERING SERVICES**
- 7.1 Switchshop shall attempt to agree mutually convenient dates to carry out Engineering Services based on the availability of appropriate engineers within the business.
- 7.2 Switchshop may re-arrange agreed dates for Engineering Services upon providing no less than 24 hours' notice to the Customer.
- 7.3 Switchshop shall not be liable for any losses, damages, liability, costs and expenses incurred by the Customer or any third party as a result of any changes to scheduled dates for Engineering Services.
- 7.4 In the event that the Customer wishes to re-arrange or cancel any agreed dates for Engineering Services, it must notify Switchshop immediately in writing.
- 7.5 Switchshop shall use reasonable endeavours to accommodate any Customer request to change agreed dates for Engineering Services.
- 7.6 The Customer shall be liable for any costs or expenses incurred by Switchshop in relation to any re-arranged or cancelled dates (including any travel and accommodation costs already incurred at the date of cancellation or re-arrangement).
- 7.7 If:
- 7.7.1 the customer provides less than two weeks' notice of re-arrangement or cancellation of an agreed date for Engineering Services; or
- 7.7.2 Switchshop is otherwise unable to carry out any scheduled Engineering Services as a result of an action or inaction of the Customer,
- and Switchshop is unable to resell the relevant engineering day, Switchshop may, in its discretion, additionally charge the Customer in full or in part for the cancelled or re-arranged engineering days at Switchshop's prevailing engineering day rate.
- 8. EXCLUSIONS**
- 8.1 The Customer acknowledges and agrees that the following items shall be excluded from the Engineering Services:
- 8.1.1 any work not expressly set out in the Scope of Work;
- 8.1.2 unless agreed in the Scope of Work,
- (a) any work that is required to be undertaken at height;
- (b) any work that requires personal protective equipment;
- (c) cabling;
- (d) racking; and
- (e) patching.
- 8.1.3 unless specifically provided for in the Quotation and any documentation.
- 8.2 If any work falls under the exclusions set out in paragraph 8.1 Switchshop may, in its discretion:
- 8.2.1 Refuse to carry out any such work; or
- 8.2.2 Charge for such work in addition to the Price on a time and materials basis at its prevailing engineering day rates.
- 9. CUSTOMER DATA AND DATA PROTECTION**
- 9.1 The Customer acknowledges that Switchshop may keep records that relate to the Customer's systems, including details of hardware, software, configurations, credentials and network design in order to facilitate the provision of Engineering Services and ongoing support. Any such information shall be held in accordance with Switchshop's information security policy available at <https://www.switchshop.co.uk/policies/>.
- 9.2 Where any Personal Data is provided or recorded, both parties will comply with all applicable requirements of the Data Protection Law. This paragraph 9.1 is in addition to, and does not relieve, remove or replace, a party's

obligations under the Data Protection Laws or the General Terms.

- 9.3 The parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the data controller and Switchshop is the data processor in relation to provision of Service Desk services.
- 9.4 Without prejudice to the generality of paragraph 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Switchshop for the provision of the relevant Engineering Services.
- 9.5 Without prejudice to the generality of paragraph 9.1, Switchshop shall, in relation to any Personal Data processed in connection with the performance by Switchshop of its obligations under the Contract:
- 9.5.1 process that Personal Data only on the written instructions of the Customer unless Switchshop is required by applicable laws to otherwise process that Personal Data;
- 9.5.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 9.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 9.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) Switchshop has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) Switchshop complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) Switchshop complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.
- 9.5.5 The Customer acknowledges that certain Personal Data may be transferred to certain third-party suppliers of Switchshop in the United States of America (in particular, but without limitation, software-as-a service and storage-as-a-service providers) provided that Switchshop ensures that such third-party suppliers are compliant with the Privacy Shield regime or are bound by Model Clauses in relation to their processing of the Personal Data.
- 9.5.6 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact

assessments and consultations with supervisory authorities or regulators;

- 9.5.7 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 9.5.8 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 9.5.9 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 9.5.9 and allow for audits by the Customer or the Customer's designated auditor.
- 9.6 The Customer consents to Switchshop appointing a third-party processor of Personal Data under this agreement. Where Switchshop appoints a third-party processor it confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this paragraph 9.5. As between the Customer and Switchshop, Switchshop shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 9.6.
- 9.7 A notice setting out the way in which Switchshop processes personal data is available at <https://www.switchshop.co.uk/policies/>. The Customer acknowledges and agrees to the processing of Personal Data in accordance with this notices and information.
- 9.8 The Customer shall indemnify Switchshop against any loss damage, claims or expenses whether direct, indirect or consequential (including loss of profits and loss of goodwill) or otherwise suffered or incurred by the Switchshop as a result of a failure by the Customer to comply with any Data Protection Laws in relation to the provision by Switchshop of the Service Desk service.
10. **TERMINATION**
- 10.1 Neither party may terminate a Contract for Engineering Services unless it is determined by Switchshop that:
- 10.1.1 the completion of the Scope of Work is not possible within a reasonable time frame;
- 10.1.2 the completion of the Scope of Work is not possible due to circumstances outside of the control of Switchshop; or
- 10.1.3 the scope of work is substantially different from that envisaged when producing the Quotation; or
- 10.1.4 Switchshop is not able to comply with any Customer requirements of which it was not informed before providing the Quotation.
- Where a Contract for Engineering Services is terminated in accordance with paragraph 10.1 the Customer shall pay Switchshop for any time spent working on the Contract before termination on a time and material basis at Switchshop's prevailing day rates (including any time spent scoping an Order, time carrying out preparatory work and any other Engineering Work), regardless of whether such work, or portion of the work, was completed.
11. **UPDATES**
- Switchshop may update this Deliverable Schedule from time to time on providing reasonable notice to the Customer. The Customer's continued use of the Engineering Services following receipt of such notice shall constitute deemed acceptance of this Deliverable Schedule as updated.

