

PART I

PROFESSIONAL CONSULTANCY AND TECHNICAL SERVICES

This part of the Agreement sets out the way in which professional services work is handled within the Company and explains the basis upon which we charge for what we do. Particular tasks concerned with customised software and specialist support services are also described in Parts III and V of this Agreement. Our Standard Terms and Conditions of Supply are set out in Part VII of the Agreement. Copies of each of these are either included with this document or are separately available on request.

1. Responsibility for the work

In most cases, you will have met, or spoken to, the person who will do most of the work on your Project when you first agreed the work with us. Otherwise, that person will contact you when he or she begins work on the Project.

Where the person in charge of the conduct of your Project is not a director of the Company, all the correspondence will be reviewed by a director and a director will be consulted if any difficult problem arises. The name of the director responsible for supervising your Project is given in Schedule A.

If at any time you are dissatisfied with the way in which your Project is progressing or if there is something about which you are unsure, you should speak to the person charged with conduct of your Project. If you are not able to resolve the problem by speaking to that person, you should speak to the director who is supervising your Project. It is important that you should raise any problems at an early stage so that we may deal with them and, if necessary, take steps to put things right.

2. Fees

Our rates of charging vary according to the type of work involved, the responsibility we are required to undertake and the level and experience of the person dealing with your Project.

In Projects of predetermined scope in terms of either function or man-time requirement, it is sometimes possible for us to quote a fixed fee based on the commitment in time and other costs, which are expected to be involved. If such a fee is quoted in paragraph 2.1 of Schedule A, it will not be varied unless some unexpected problem outside our control arises and makes it necessary for us to do more work than anticipated. This is a rare occurrence and if it were to happen in your case, we would speak to you about it as soon as it arose.

In other Projects, our charges will be purely based on a time and materials basis spent in working on your Project. The basic range of charges which will apply at the present for different categories of professional services staff are set out in paragraph 2.2 of Schedule A.

Our charges are reviewed and adjusted with effect from 1st July each year to take account of changes in the cost to the Company of providing its services, and we will notify you in writing in advance of any such changes; they will not, of course, affect any of the specifically agreed fees in paragraph 2.1 of Schedule A. Any such changes shall automatically come into effect for services supplied on or after the effective date specified and the written notice served

under this clause shall be deemed henceforth to supersede the rates previously applied.

3. Billing

Depending on the nature and duration of the Project we deliver bills on one of the following bases:

- In advance where payment of the fee by a date in advance is required for delivery of agreed services to be made.
- At predetermined agreed stages of completion of the Project or phases of it.
- On final conclusion of the work.
- On a weekly or monthly basis in arrears for the work done during that period.

Sometimes it will be appropriate to use a combination of all of the above on one particular Project where there are elements of fixed agreed fee, time and materials extras and ongoing support services all contained within the Project. The particular basis for billing and payment terms on your Project is specified in Schedule A.

If you do not pay a bill or provide a payment on account when it is requested we may decline to continue to provide other services or to take on new work for you in the future. In addition, we may charge interest on outstanding amounts in accordance with Condition 3.2 of the Conditions in Part VII.

If you are in any difficulty in making a payment which we have requested or in paying a bill you should speak immediately to the person who is dealing with your Project so that we may take whatever steps we can to help you.

4. Professional Indemnity

Advice and information provided by Atlas staff, in whatever form is provided to the Client only and the Client shall indemnify Atlas against any liability claims, loss, damage costs or expenses arising out of any other person relying upon such advice and information.

Advice and information provided to the Client is subject to the provisions of Part VII Condition 7 concerning Warranties and Liabilities. In the event that the Client wishes to be able to rely upon particular advice or information provided by Atlas, such reliance will be of no effect unless each specific item of advice is confirmed expressly in writing to be reliable. Except as detailed above any other assistance howsoever provided or intended shall be without liability however arising, save for any liability which may not be lawfully excluded.

If there is anything in this Part of our Agreement with you or the accompanying Schedule which you do not understand please do not hesitate to contact us. We are always pleased to talk about the services we provide and how they might be improved

PART I SCHEDULES

SCHEDULE A: SPECIFIC PROJECT-BASED AND STANDARD PROFESSIONAL SERVICES

1. The specific items for the Professional Services elements of this Project per our standard arrangements for Professional Services are as follows:

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| 1.1 | Director for all Projects and Account Matters: | tbi |
| 1.2 | Supervisor/Manager for the Project: | tbi |
| 1.3 | Relationship Manager: | |
| 1.4 | Short Name Description of the Project: | tbi |

2. Basis for charging for work on the Project

2.1 Project Based Work:

The Project Basis discounted rates below will be applied for all work commissioned by the client unless notified otherwise to the Client in writing.

Estimated as:	Per Day	Per Hour for part days	Budgetary Estimated Days	
			Feb 08 phase	April 08 phase
a. Project planning and managing	tbi	tbi	tbi	tbi
b. Accounts and system set up consultancy	tbi	tbi	tbi	tbi
c. Technical and design consultancy	tbi	tbi	tbi	tbi
d. Data transfer and testing services	tbi	tbi	tbi	tbi
e. User training, forensic data analysis	tbi	tbi	tbi	tbi
f. Pre and post live support	tbi	tbi	tbi	tbi
			tbi	tbi

- 2.1.2 Necessary out of pocket expenses for travel and subsistence for work done at your Site will be recharged at cost for third party charges such as rail or hotels and at 52 p per mile for car journeys.

2.2 Standard Professional Services Work

- 2.2.1 Unless otherwise agreed separately on a Project basis pursuant to paragraph 2.1 for specific pieces of work or systems development or changes, fees will be charged at the rates shown in paragraph 2.2.10 in accordance with the categories of services utilised and on the basis of time spent, unrelated to particular outcomes or solutions.
- 2.2.2 Rates are listed on the basis of work or attendance at the Customer's Site (or those of the Customer's suppliers where so requested); for work performed at the Supplier's office a reduction can be applied to all published rates by agreement between the parties.
- 2.2.3 Project basis rates included in paragraph 2.1 are applied where more than ten days in total on the Project are committed, and in these cases, published rates set out in paragraph 2.2.10 are normally reduced by 9-11% overall, or by 14-16% where more than ten days are committed for a single category of service (e.g. training) although the Company is under no obligation to make such a reduction, and the decision as to whether to make such a reduction is at the Company's discretion.
- 2.2.4 Professional Services delivered under an extended annual operations management or support agreement defined in Part V Schedule D, will be charged at the rates in paragraph 2.2.10 less 14% for Silver standard agreements and less 20% for Gold standard agreements for categories and numbers of hours or days as set out in the Service Agreement Schedule.
- 2.2.5 Where time spent on project based work is defined on a per diem rather than hourly basis in paragraph 2.1 the minimum unit of chargeable time will be half days and these will be calculated at half the day rate plus 20%.
- 2.2.6 Travel time to and from your Site is charged at two thirds of standard rates except to the extent that the overall time spent exceeds eight hours when the full hourly rates in paragraph 2.2.10 are applied.
- 2.2.7 Out of pocket expenses will be charged on the same basis as set out in paragraph 2.1.2.
- 2.2.8 Standard rates for chargeable time on client work delivered in accordance with paragraphs 2.1 and 2.2 are based on a normal working hours window totalling 8 hours between 8.00 a.m. and 7.00 p.m. Monday to Friday excepting Public Holidays. Work requested to be performed wholly or partly outside these normal windows is done only at the Provider's discretion and agreement and in such cases the chargeable rates per time unit will be increased by 40% unless separately agreed in writing in advance.
- 2.2.9 This sub-section is unused.
- 2.2.10 The table of **standard hourly rates** and definitions applying to each category of work is as follows:

1. Consultancy Services

Director	£200
Senior Business Consultant / Project Manager	£160
Financial Controller / Accountant – (ACMA)	£160
Accredited Engineering Specialist:	
- Microsoft (MCP/MCSE)	£160
- Cisco (CCDA/CNA)	£160
- Citrix (CCA)	£160
Software Applications Consultant/Designer/Developer:	£150

NB: Consultancy and Project Management hourly rates above are indicative only and are always specifically confirmed to Customers for the individual and work concerned before the work is commenced.

2. Development and Implementation Services

Software Applications Developers:	
- VB / MS Access / Crystal	£120
- Omnis / Java / C / “Web” Tools	£135
Database Design/Management / Recovery Specialists	£135
Operating Systems & Network Specialists	£135

3. Training Services

a) Software Applications Trainers:

- Client Server Based Systems [‡]	£120
- Mid-range LAN systems [*]	£100
- Web & e-business & communications products [@]	£110
- Microsoft Client Software ^β	£100
- Microsoft Server Software and ^δ third party reporting tools	£110

b) Standard Product Training Published Classes:

- Schedules and delegates rates for classes are available separately	POA
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4. Accounts / Book-keeper Transactional Services

(minimum 2 days per week & 20 days)

- Access Accounts Supervisor	£65
- Data acquisitions / imports prep	£55

5. Computer Technicians / Software & network installers:

- PC & Peripherals set-up / networking £90
- Servers installation / configuration £120

Definitions

‡ - Client Server Systems include:

- Access Dimensions, Services, Maintenance
- ProspectSoft CRM
- Vizual Personnel Director & Time & Attendance

* - Mid Range LAN Systems include:

- Access Horizons, Payroll
- Vizual Personnel Manager

@ - Web, e-Business & Communications tools including

- Access e-commerce and .net modules
- Dream-weaver, Flash, Photoshop, ASP, PDF, etc. products
- Firewalls, VPN and content scanners systems and software

β – Microsoft & Client Software includes:

- NT/W2000 client/RDP/ICA/Outlook/IE/XP
- Office – Word/Excel/Power-Point/MS Access Basics / Intermediate

δ – Microsoft Server Software and third party reporting tools include:

- NT4 8 Terminal Server, W2K Server
- SQL queries, advanced Excel, Crystal, MS Access

2.3 Billing and Payment Basis

- 2.3.1 For training courses charged at a per delegate day rate whether for specific Project work or for standard public classes, places must be booked and paid for at least two weeks in advance; fees are not refundable on cancellations within seven days of the first day of the course; for cancellations from 7-14 days ahead of the course date a 50% credit will be given against any delegate-based booking of further courses.
- 2.3.2 All other Professional Services work on the Project basis in paragraph 2.1, in view of the preferential rates allowed, is invoiced weekly in arrears and payment of these invoices strictly 7 days from presentation must be regarded as central to the essence of our working agreement
- 2.3.3 Additional days conducted in accordance with the terms and rates in paragraph 2.2 are invoiced when completed and payable 30 days net.
- 2.3.4 Particular attention is drawn to the policy of automatic exercise of our statutory rights under the Late Payment of Commercial Debts Regulations 2002 as provided in Part VII Paragraph