



RETAINER / BLOCK HOURS SERVICE LEVEL AGREEMENT SCHEDULE

Version: 2

Date: July 2026

This Service Schedule & Terms ("Schedule") forms part of the Agreement between Amicus ITS Ltd, trading as Aura Technology ("Company"), and the Customer identified in the applicable Order Form. This Schedule governs the Aura Block Hours/Retainer Service(s) purchased by the Customer.

1. INTERPRETATION AND DEFINITIONS

In this Schedule, the following expressions shall have the meanings set out below unless the context otherwise requires:

"The Company" means Amicus ITS Limited t/a Aura Technology (Company Registered Number 03879859), as defined in the Order Form.

"The Customer" means the Customer as defined in the Order Form.

"Order Form" means the formal agreement that outlines the specific services, hours, role rates, charges, and commercial terms to be provided by the Company to the Customer. It forms part of the Agreement once signed by both parties.

"Commencement Date" means the date on which the Retainer / Block Hours Service commences, as specified in the Order Form, or the date of purchase where no separate commencement date is stated.

"Initial Term" means the period beginning on the Commencement Date and continuing for the duration specified in the Order Form.

"Retainer / Block Hours" means pre-paid blocks of time purchased by the Customer from the Company for use against eligible support, consultancy or project services.

"Services" means the Retainer / Block Hours services, consultancy, project work, support activities and related deliverables provided by the Company under this Agreement and the Order Form.

"Authorised Contact(s)" means members of staff at the Customer who are authorised to request Services, approve work, provide information and interact with the Company under this Agreement, as named in the Order Form or agreed during onboarding.

"Authorised User" means an authorised member of staff who may receive support or services under this Agreement where such support has been requested or approved by an Authorised Contact.

"Customer Equipment" means the Customer's IT hardware, software, systems and related infrastructure on which the Company may provide support, consultancy or project services.

"Replacement Provider" means any company, organisation or person who replaces the Company following termination or expiry of all or part of this Contract.

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

1. GENERAL

- 1.1 In the event of a conflict between provisions of a product or service, the order resolution is as follows: First, the conditions specified in the Order Form; second, the relevant service schedule; and third, the general terms and conditions.
- 1.2 Unless otherwise stated in the Order Form, Retainer / Block Hours remain valid for twelve (12) months from the date of purchase. Unused hours will not be refunded or rolled over after expiry unless expressly agreed in writing by the Company.
- 1.3 Where the Order Form includes an ongoing retainer arrangement, the Agreement shall remain in force for the Initial Term and may not be terminated for convenience during this period.
- 1.4 Where recurring usage-based Units are applied, and usage exceeds the quantities stated in the Order Form, charges will automatically adjust in the following calendar month at the then-current Unit Price.
- 1.5 With effect from each anniversary of the Commencement Date, the Charges are subject to an annualised inflationary increase, which is limited to the lesser of the prevailing rate of CPI or RPI. Where this is a negative number, no inflationary increase will be applied.
- 1.6 With effect from the day after the end of the Initial Term, Charges shall be reset to the greater of: (a) the then-current Charges (after any indexation applied during the Initial Term); or (b) 115% of the initial Charges. Thereafter, annual indexation applies as above.
- 1.7 Notwithstanding the cap above, where any third-party software, licence, cloud, security monitoring/SOC, data retention, telecommunications, or other upstream supplier cost used to provide the Services increases (or is introduced) during the Initial Term, and such increase is outside the Company's reasonable control, the Company may increase the Charges to reflect the increased supplier cost, provided that the Company gives the Customer reasonable prior written notice and supporting evidence of the increase.
- 1.8 The Customer agrees to use the Services only in accordance with the provisions of the Agreement and the Company's reasonable instructions from time to time.
- 1.9 The Company may, at its sole discretion, suspend the Agreement, in whole or in part, where the Company is entitled to do so under the Agreement or the General Terms and Conditions.
- 1.10 Exercise by the Company of its right of suspension in connection with non-payment by the Customer of the Company's valid charges under the General Terms and Conditions shall not operate as a waiver of any termination right or other remedy which the Customer may have under this Agreement.
- 1.11 This Agreement is subject to the Company's Acceptable Use Policy (AUP).

2. SERVICE SCOPE

- 2.1 The Retainer / Block Hours Service comprises the provision of support, consultancy or project services for the Customer. This may include deployment activities, troubleshooting, advice, remediation, configuration, documentation and related technical tasks requested by the Customer and accepted by the Company.
- 2.2 Time for eligible work will be deducted from the Customer's pre-agreed Retainer/Block Hours and managed via the Company's service management system. The agreed role rate, charges and applicable commercial terms will be specified in the Order Form.
- 2.3 The Retainer / Block Hours Service is provided only for Authorised Contacts, Authorised Users, Customer Equipment, and Services agreed during onboarding or otherwise approved in writing by the Company. Requests relating to unauthorised contacts, devices, users, systems or services may be escalated to the Authorised Contact and may be declined.
- 2.4 Where the volume of support, consultancy, or project service time exceeds the allocated hours, an overage charge will apply to any additional time. The overage rate will be as specified in the Order Form, or otherwise at the Company's prevailing rate at the time the work is performed.
- 2.5 Service support time requested by the Customer will be deducted from the allocated Retainer / Block Hours and rounded up to the nearest fifteen (15) minutes.
- 2.6 The Retainer / Block Hours Service is designed for reactive support, consultancy and project work. It is not a substitute for a fully managed service unless the Order Form expressly states otherwise.

3. SERVICEDESK

- 3.1 The Service Desk is the single point of contact for Authorised Users for incidents and requests relating to the Retainer / Block Hours Service.
- 3.2 Service Desk staff will respond to telephone calls and emails, logging all Incidents and Requests in the company's service management system, which will generate a unique reference number.
- 3.3 The Company will maintain a Service Desk that will manage the logging, prioritisation and resolution of all Incidents and Requests reported by the Customer and/or the Company in accordance with the Service Desk description and service levels set out below.
- 3.4 Following the reporting of an Incident or Service Request to the Service Desk, Authorised Users will receive a confirmation email. This email will contain the reference number for the logged ticket.
- 3.5 The Service Desk will determine the business impact and urgency of the Incident with the Authorised User. These factors will be used to set the priority and the target time for responding to the Incident. It is the responsibility of the Service Desk to ensure that responses to Incidents meet these target times.
- 3.6 The Service Desk maintains ownership of all Incidents and tracks their progress against resolution targets. Incidents that fail to meet their target resolution will be escalated by the Service Desk to senior management within the Company. Critical Incidents will be escalated immediately if they miss their target

resolution time, and the Company will outline remedial actions in writing to the Customer, including full details of the Incident and the necessary steps for rectification.

- 3.7 The Incident ticket is considered resolved and closed once the service has been restored or a workaround has been provided. It is the responsibility of the Service Desk team to ensure all Incidents are marked as completed. Incidents will not be left open to monitor for recurrence.
- 3.8 Once an incident has been completed, it cannot be reopened. In such cases, a new incident will be created.

4. LOGGING AN INCIDENT OR REQUEST

- 4.1 Critical Incidents (Priorities 1 or 2)
 - 4.1.1 These should be reported to the Service Desk by telephone using the number provided during onboarding. It is the responsibility of the Company employee who receives a call reporting a Critical Incident to ensure it is logged in the Service Desk software.
- 4.2 Normal Incidents (Priorities 3 or 4)
 - 4.2.1 These should be reported by telephone to the Service Desk. Alternatively, an Incident can be emailed to the support email address provided during onboarding, or via the web-based client portal.
 - 4.2.2 Incidents will also be automatically logged by the Company's Remote Monitoring and Management software. Such incidents will be triaged and assigned the appropriate priority. These incidents will receive the same SLA as any other incident.
- 4.3 Requests
 - 4.3.1 Requests should be logged via email/telephone/web with the Service Desk, and only by an Authorised User.
 - 4.3.2 If an Authorised User logs a request, the Service Desk will send a request for further information or authorisation. This should be completed and returned as soon as possible to avoid delaying the fulfilment of the Request. The Service Request will be accepted once all information required to action the Request has been received.
 - 4.3.3 The Customer must supply important and accurate information at the outset and when subsequently requested by the Company, and must not unreasonably withhold such information.
 - 4.3.4 The Customer and any related third party must respond to or act upon reasonable instructions and/or requests for assistance in a timely manner.

5. SERVICE TERMS

5.1 The Retainer / Block Hours Service may be provided by one or more of the following means, as detailed in the Order Form:

- 5.1.1 Project support initiated by a signed Order Form placed by the Customer with the Company Account Manager.
- 5.1.2 Telephone support via a designated telephone number. Support requests made to the Company's dedicated support number by an Authorised Contact will be answered by the first available engineer.
- 5.1.3 Email support via a designated email address. Support requests made by email will be attended to by the first available engineer.
- 5.1.4 Remote support, consultancy and technical assistance where the Company has the information, access and permissions required to carry out the work.
- 5.1.5 The current list of supported items and services for the Retainer/Block Hours Service is available upon request. Excluded Services are listed in the Exclusions section and, where applicable, as special considerations in the Order Form.

5.2 Hours of Operation

- 5.2.1 The Retainer / Block Hours Service will be available to the Customer via the Company's remote Service Desk during the following hours unless otherwise agreed in the Order Form:
- 5.2.2 Business Hours: Monday to Friday, 8 am to 6 pm, excluding public and bank holidays in England and Wales.
- 5.2.3 At all other times, email support will be available via the support email address provided during onboarding. Tickets received outside Business Hours will be responded to within the applicable SLA starting on the next working day.
- 5.2.4 If required, on-site engineer visits may be included within the service but are not subject to SLA and will be provided on a best-efforts basis.
- 5.2.5 Engineering services may be provided outside the agreed hours, subject to prior agreement by the Company and the Customer. Time for services outside agreed hours may be drawn from any remaining Retainer/Block Hours but will be subject to a multiplier of two (2) times the normal rate unless otherwise specified in the Order Form.

6. AUTHORISED DEVICES, AUTHORISED USERS AND AUTHORISED CONTACTS

- 6.1 The Retainer / Block Hours Service is only provided directly in relation to the Services, Authorised Users, Authorised Contacts, Customer Equipment, and Authorised Devices agreed during onboarding or otherwise approved in writing by the Company. Any support requests from the Customer for unauthorised users, devices, systems, or services may be escalated to the Authorised Contact at the Customer and may be declined.

7. SERVICE DESK LEVEL 1

- 7.1 The Company Level 1 Service Desk team is responsible for providing first-time fix support and handling basic service requests. Their primary objective is to resolve issues during the initial contact, including “how to” queries and basic troubleshooting tasks.
- 7.2 Incident logging and tracking are managed via the Company’s ticketing system, which records all Incidents and Requests.
- 7.3 Escalation protocols to Level 2 and Level 3 teams apply for complex or unresolved issues.
- 7.4 Service Desk Level 1 typical tasks.
- 7.4.1 User Access and Authentication
 - 7.4.1.1 Password resets and account unlocks.
 - 7.4.1.2 Troubleshooting login failures across Windows, Azure AD, and Microsoft 365 platforms.
 - 7.4.1.3 Resolving client-side multi-factor authentication (MFA) issues.
 - 7.4.2 Desktop and Device Support
 - 7.4.2.1 Diagnosing and resolving printer connectivity issues.
 - 7.4.2.2 Troubleshooting peripheral device problems (e.g. mouse, keyboard, webcam).
 - 7.4.2.3 Resolving display and resolution issues on the Authorised Users’ desktop.
 - 7.4.3 Software and Application Support
 - 7.4.3.1 Reinstalling or updating commercial off-the-shelf (COTS) software packages.
 - 7.4.3.2 Assisting with “how to” queries for COTS applications like Microsoft Outlook, Teams, and Excel.
 - 7.4.3.3 Fixing basic application crashes or errors.
 - 7.4.4 Network and Connectivity
 - 7.4.4.1 Resolving client-side Wi-Fi and LAN connectivity issues.
 - 7.4.4.2 Assisting Authorised Users with client-side VPN access problems.
 - 7.4.4.3 Troubleshooting slow internet or network dropouts.

8. SERVICE DESK LEVEL 2

- 8.1 The Company Level 2 Service Desk provides technical support for escalated incidents and service requests. Their role bridges the gap between first-line resolution and deeper infrastructure, or application-level troubleshooting provided by the Service Desk Level 3.
- 8.2 Incident and Request Management: Handle tickets escalated from Level 1 or received directly, using structured processes aligned with SLA targets.
- 8.3 Incident logging and tracking are handled through the Company's ticketing system, which logs all Incidents and Requests.
- 8.4 Escalation paths to the Level 3 team apply for complex or unresolved issues.
- 8.5 Service Desk Level 2 typical tasks.
 - 8.5.1 User Access and Authentication
 - 8.5.1.1 Resolving persistent multi-factor authentication failures across Microsoft 365 and Azure AD environments.
 - 8.5.1.2 Managing user accounts and permissions within Active Directory and Azure AD, including group policy adjustments and role-based access control.
 - 8.5.1.3 Diagnosing and resolving licensing conflicts and provisioning issues.
 - 8.5.2 Desktop and Device Support
 - 8.5.2.1 Diagnosing and resolving OS-level faults across Windows and macOS environments.
 - 8.5.2.2 Supporting Infrastructure environments, including performance tuning and user experience optimisation.
 - 8.5.2.3 Identifying hardware bottlenecks (e.g. RAM shortages) and coordinating upgrades to improve performance.
 - 8.5.2.4 Investigating and resolving freezing or lag in business-critical applications.
 - 8.5.2.5 Resolving persistent issues with printers, webcams, and other peripherals that Level 1 could not fix.
 - 8.5.3 Software and Application Support
 - 8.5.3.1 Diagnosing and fixing freezing, lagging, or crashing in applications such as Microsoft Outlook, Teams, and Excel.
 - 8.5.3.2 Re-installing and configuring bespoke and commercial off-the-shelf (COTS) software across various operating systems.
 - 8.5.4 Network and Connectivity
 - 8.5.4.1 Diagnosing and resolving connectivity issues across local and wide area networks.
 - 8.5.4.2 Managing firewall configurations and resolving VPN access problems to ensure secure remote connectivity.

9. SERVICE DESK LEVEL 3

- 9.1 The Company Level 3 Service Desk team is responsible for managing major incidents, problem management, and complex escalations that require advanced technical expertise.
- 9.2 Incident and Request Management: Handle tickets escalated from Level 2 or received directly, using structured processes aligned with SLA targets.
- 9.3 Incident logging and tracking are handled through the Company's ticketing system, which logs all Incidents and Requests.
- 9.4 Lead technical investigations and collaborate with third-party vendors to resolve complex issues.
- 9.5 Service Desk Level 3 typical tasks.
 - 9.5.1 User Access and Authentication
 - 9.5.1.1 Advanced Identity Management: Troubleshooting and configuring Entra ID (Azure AD) for hybrid and cloud-only environments.
 - 9.5.1.2 Troubleshooting SSO integrations across Microsoft 365 and third-party SaaS platforms.
 - 9.5.1.3 Auditing, resolving conditional access policies, MFA enforcement, and identity protection rules.
 - 9.5.2 Desktop and Device Support
 - 9.5.2.1 Tuning Azure Virtual Desktop performance, including session host scaling and FSLogix profile management.
 - 9.5.2.2 Supporting Infrastructure environments, including performance tuning and user experience optimisation.
 - 9.5.2.3 Diagnosing persistent hardware faults, driver conflicts, and OS-level corruption across Windows and macOS.
 - 9.5.3 Software and Application Support
 - 9.5.3.1 Application Stack Troubleshooting: Resolving performance issues in Microsoft 365, Exchange Online, SharePoint, Teams, and third-party business apps
 - 9.5.3.2 Custom Integration Support: Supporting API-based integrations between business systems and cloud platforms
 - 9.5.3.3 Troubleshooting bespoke and commercial off-the-shelf (COTS) software across various operating systems.
 - 9.5.4 Network and Connectivity
 - 9.5.4.1 Managing complex firewall rules, VLANs, and routing protocols across multi-site environments
 - 9.5.4.2 supporting SD-WAN, Starlink, and Microsoft Teams Voice solutions
 - 9.5.4.3 Leading resolution efforts for major network outages and security incidents

9.6 SLA

Priority Level	Critical	High	Medium	Low
First Response	4 hours	4 hours	4 hours	8 hours
SLA Target	90%	90%	90%	90%
Move, Add, Change Requests resolution time (Request and Configuration Management)	24 hours (excluding project work)			

10. PROJECT ENGINEERING AND CONSULTANCY

- 10.1 The Company's Project Engineering and Consultancy team is responsible for delivering Professional Services, including technical design, implementation, migration, remediation, optimisation, and advisory services.
- 10.2 Services are delivered using appropriately qualified Project Engineers, Technical Consultants, Senior Consultants, Project Managers, and other specialist resources as required.
- 10.3 Project activities are delivered on a reasonable endeavours basis unless otherwise expressly stated within an applicable Order Form, CP-PID, or Statement of Work.
- 10.4 The Company shall provide technical expertise, guidance, implementation, and project delivery services relating to supported technologies, systems, infrastructure, cloud platforms, cybersecurity solutions, and business applications.
- 10.5 The Company's consultancy and project engineering resources may undertake technical discovery, design, implementation, migration, optimisation, remediation, testing, documentation, knowledge transfer, and project governance activities.
- 10.6 Typical Project Engineering and Consultancy Services include:
- 10.7 Technical Discovery and Solution Design
 - 10.7.1 Conducting technical workshops, assessments, and discovery exercises.
 - 10.7.2 Producing high-level and detailed technical designs.
 - 10.7.3 Identifying project assumptions, risks, dependencies, and constraints.
 - 10.7.4 Providing technology roadmap, architecture, and strategic advisory services.
 - 10.7.5 Cloud and Microsoft Technologies
 - 10.7.6 Designing, deploying, and configuring Microsoft 365, Exchange Online, SharePoint Online, Teams, and Entra ID solutions.
 - 10.7.7 Planning and delivering Azure migrations, cloud transformations, and hybrid infrastructure solutions.
 - 10.7.8 Configuring identity, security, compliance, governance, and conditional access policies.

10.7.9 Supporting cloud optimisation, cost management, and operational improvements.

10.8 Infrastructure and Platform Engineering

10.8.1 Deploying and configuring server, storage, virtualisation, and backup solutions.

10.8.2 Performing infrastructure upgrades, migrations, and platform modernisation activities.

10.8.3 Implementing high-availability, disaster recovery, and business continuity solutions.

10.8.4 Conducting infrastructure health checks and remediation activities.

10.9 Network and Security Engineering

10.9.1 Designing and deploying network infrastructure, including switching, wireless, WAN, SD-WAN, and Internet connectivity solutions.

10.9.2 Configuring firewalls, security appliances, VPN services, and network segmentation.

10.9.3 Implementing cybersecurity controls, monitoring platforms, and security technologies.

10.9.4 Assisting with incident remediation, vulnerability reduction, and security improvement programmes.

10.10 Migration and Implementation Services

10.10.1 Delivering infrastructure, cloud, application, and data migration activities.

10.10.2 Performing tenant-to-tenant migrations, platform consolidations, and transformation projects.

10.10.3 Managing solution implementation, testing, and production releases.

10.10.4 Supporting user onboarding, cutover planning, and transition activities.

10.11 Documentation, Training and Knowledge Transfer

10.11.1 Producing technical documentation, implementation records, and operational procedures.

10.11.2 Providing administrator and Authorised User training where specified.

10.11.3 Delivering project handover activities to operational support teams.

10.11.4 Updating system documentation and knowledge repositories.

10.12 Unless expressly stated otherwise in an applicable Order Form, CP-PID, or Statement of Work, Project Engineering and Consultancy Services do not include ongoing operational support, managed services, software development, Third-Party project management, or any services not expressly defined within the agreed scope.

11. CUSTOMER RESPONSIBILITIES

11.1 Authorised User responsibility with the Service Desk

- 11.1.1 Users should provide as much detail as possible to the Service Desk when reporting the Incident or making the Request, including, where possible, the device Asset Tag Number, error messages, and other relevant details.
- 11.1.2 The User should assist the Service Desk and the Company staff by making themselves available to provide further information, responding to the Service Desk promptly whenever possible, and aiding in incident resolution and testing of resolutions.
- 11.1.3 To assign the correct priority, the user must provide a realistic assessment of the Business Impact and Urgency. Overestimating these can lead to too many Incidents being assigned a high priority, which may result in genuine high-priority Incidents missing their targets.
- 11.1.4 The Company will attempt to contact the Authorised User three times by phone or email to progress an Incident or Request. Should the Authorised User not respond the Company will complete the ticket with the assumption that no further work is required.

11.2 Service Request Fulfilment

- 11.2.1 Requests should be logged with the Service Desk via email, telephone, or web.
- 11.2.2 When appropriate, the Service Desk will send a request for further information or authorisation. This should be completed and returned as soon as possible to avoid delaying the fulfilment of the Request. The Service Request will be accepted once all information required to action the Request has been received.

11.3 Hardware and Software

- 11.3.1 It is the Customer's responsibility to maintain appropriate Hardware or Software licenses or warranties for all Authorised Devices. Devices which are not covered by such warranties may be excluded.
- 11.3.2 The Customer shall be solely responsible for ensuring that all software installed, used, or accessed on any IT assets under this agreement is properly licensed and compliant with applicable software licence terms. This includes, but is not limited to:
 - 11.3.2.1 Maintaining valid and current licences for all third-party and proprietary software.
 - 11.3.2.2 Ensuring that software usage does not exceed the scope or limits of the licence agreements.
 - 11.3.2.3 Providing the Company with accurate and timely information regarding software installations and licence entitlements.
 - 11.3.2.4 Cooperating with any audits or compliance checks initiated by software vendors or the Company to verify license adherence.

- 11.3.3 The Company shall not be liable for any fines, penalties, or legal actions resulting from the Customer's failure to comply with software licensing requirements. In the event of non-compliance, the Customer agrees to indemnify and hold harmless the Company from any resulting claims or damages.

11.4 **General**

- 11.4.1 All users have a duty to exercise reasonable care and responsibility regarding the systems in accordance with the Customer's policies and procedures.
- 11.4.2 It is not the Company's responsibility under this agreement to manage vendor warranties for any equipment at the Customer's site that was not supplied by the Company.
- 11.4.3 In the event that a hardware-related incident is logged against an item that is out of warranty, any part should be sourced by the Customer, with the Company as required. At this point, the SLA may be paused. The Company may provide either a repair or replacement quotation for the faulty item (whichever is deemed most cost-effective), and related documentation or tickets will be raised as necessary.

12. **EXCLUSIONS**

- 12.1 The Company reserves the right to exclude the following items:
 - 12.1.1 Parts, equipment, or software not covered by the vendor/manufacture's warranty or support.
 - 12.1.2 The cost of any parts, equipment, or shipping charges of any kind.
 - 12.1.3 The cost of any software, licensing, renewal, or upgrade fees of any kind.
 - 12.1.4 The cost of any third-party vendor or manufacturer support, or incident fees of any kind.
 - 12.1.5 The cost to bring the Customer environment up to the minimum standards required to provide the Services.
 - 12.1.6 Service and repair made necessary by the alteration or modification of equipment other than that authorised by the Company, including alterations, software installations or modifications of equipment made by the Customer's employees or anyone other than the Company or its subcontractors.
 - 12.1.7 Maintenance of applications/software packages, whether acquired from the Company or any other source, unless otherwise specified.
 - 12.1.8 Programming (modification of software code) and program (software) maintenance, unless specified.
 - 12.1.9 If the Customer's business continuity plan is activated, the Service Levels will be suspended until recovery actions are completed as agreed by the parties.
 - 12.1.10 Any services not listed in the Order Form.

13. VARIATION

- 13.1 The Company may make minor amendments to these conditions at any time, and the Customer will be bound by any such changes from the date they are made. While the Company will endeavour to provide the Customer with updated versions, it is the Customer's responsibility to check the Company's website periodically for any modifications. The latest version of these conditions will be available at <https://auratechnology.com/terms/BlockRetainerSchedule> (or at any other location notified by the Company). Posting these changes shall be considered sufficient notice of such minor changes to the Customer.
- 13.2 Material Changes to the terms will be provided in writing to the Customer Authorised Contact seven working days before the terms come into effect.

14. GOODS AND EQUIPMENT (IF APPLICABLE)

- 14.1 Equipment provided for use in connection with the Service shall not be used for any other purpose. The Company is not responsible for the installation, compatibility or performance of equipment or software not provided by the Company. The Customer shall ensure that the Company/Supplier equipment on site is insured against loss or damage.

15. FORCE MAJEURE / DEPENDENCY

- 15.1 The Company shall not be deemed to be in breach of the SLA where circumstances prevent it from providing the Services, including lack of internet connectivity at the Customer location(s) or circumstances outside the Company's reasonable control (including reliance on third-party vendors or service providers).

16. EMPLOYEE PROVISIONS

- 16.1 The parties intend and acknowledge that the Company's commencement of the provision of the Retainer / Block Hours Service shall not constitute a relevant TUPE transfer, and that the TUPE Regulations do not apply.
- 16.2 The Customer shall indemnify and keep indemnified the Company against any Employment Liabilities arising out of or in any way connected with the employment or termination of employment of any person who alleges that their employment should have transferred to the Company, or did transfer to the Company, pursuant to the TUPE Regulations under this Agreement.
- 16.3 The Customer agrees that it shall not (except with the prior written consent of the Company) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the Company any person employed or engaged by the Company (whether or not in the provision of the Services) at any time during the Initial Term or for a further period of 12 months after the termination of this Agreement.

17. CONTRACT CHANGE CONTROL PROCEDURE

- 17.1 The Company and the Customer shall discuss any change to the Service made by the other party, and such discussion shall result in either a written request for a change by the Customer or a written recommendation for a change by the Company, in accordance with the contract change control procedure.

18. CONTRACT CHANGE MANAGEMENT

- 18.1 Changes to services outside normal service delivery are managed through the Change Control procedure and the Company Account Manager. To ensure sufficient time to implement changes, the appropriate lead time for requesting a change must be provided. A change request procedure will be established, including lead times, following the implementation of the service levels in this document.

19. EXIT PLAN

- 19.1 The Company shall assist with migration away from the Service following expiry or termination, subject to the account being fully paid up to and including the termination date. Any additional transition services will be chargeable at a rate agreed at the time of termination via the Change Control Procedure.
- 19.2 The parties agree to determine the Exit Plan and their respective responsibilities within 14 days of notice being given. The Customer shall ensure that any Replacement Provider has suitably skilled resources to enable a timely handover.