BV IT Solutions Ltd

6 Meadowsweet Road, Kirkby, Merseyside, L32 1BT

SOW BV-GH-002 for agreement to perform consulting services to Gould Hall Computer Services

Date	Services performed by:	Services performed for:
7th February 2022	BV IT Solutions Ltd	Gould Hall Computer Services
	6 Meadowsweet Road, Kirkby, Merseyside, L32 1BT	Sanderson House Poplar Way Sheffield South Yorkshire, S60 5TR

This Statement of Work (SOW) is issued pursuant to the Master Services Agreement between Gould Hall Computer Services ("Customer") and BV IT Solutions Ltd ("Provider"), effective 7th February 2022 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # BV-GH-002 (hereinafter called the "SOW"), effective as of 7th February 2022 , is entered into by and between Provider and Customer and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

This SOW, terms and agreements are subject to the laws of the England and Wales.

Period of performance

The Services shall commence on 7th February 2022, and shall continue until 11th March 2022.

Engagement resources

- Project Lead: Mark Brugnoli-Vinten
- Start Date: 7th February 2022

Scope of Work

Provider shall provide the Services and Deliverable(s) as follows:

- Provide, support and assist up to a maximum of 12 hours per week for the duration of the SOW to complete, where possible, the deliverables mentioned below on behalf of Gould Hall Computer Services for Headlam Group Plc.

- Provide documentation to assist Gould Hall Computer Services with maintaining and continuing services implemented for the purposes of the deliverables.

- Provide services to complete deliverables in order of the given priority as outlined in the email 13th October 2021.

Deliverable materials

- Priority 1

    o Assist Gould Hall Computer Services with the migration from On-Premises MobileIron server to Sungard data centre

    o Assist Gould Hall Computer Services with implementation of issues identified by Bytes.

- Priority 2

    o Assist Gould Hall Computer Services with the migration from On-Premises EDI Linux Server to Sungard data centre.

    o Letter server to work with 365 / split accounts to reduce outbound / archive to manageable mailbox size.

- Priority 3

    o Provision / Support Qlik servers into TEST

Provider responsibilities

- BV IT Solutions Ltd represents and warrants that the support services will be performed in a professional and workman like manner in accordance with generally accepted industry standards.

- BV IT Solutions Ltd will, provide documentation of services for review.

- BV IT Solutions Ltd will work in priority order through the list to achieve as many deliverables as possible in the given timeframe.

- BV IT Solutions Ltd will only assign a subcontractor with prior written agreement with Customer due to sensitivity nature of data that may be involved.

Customer responsibilities

- All work will be carried out remotely using the web or remote access software compromising of Microsoft QuickAssist, Microsoft Teams and/or Microsoft Remote Desktop.

- Gould Hall Computer Services will provide the any supporting information when requested including third-party contact details should BV IT Solutions Ltd need to liaise on Gould Hall Computer Services' behalf.

- Gould Hall Computer Services will assist with any issues arising during the migration of services.

- Gould Hall Computer Services will authenticate BV IT Solutions Ltd with any third-party suppliers where the need arises.

- Gould Hall Computer Services shall advise in writing if and when priorities need adjusting.

Fee schedule

This engagement will be conducted on a time and materials basis. The Customer will in advance notify Provider the number of weekly hours that Provider will work. Provider acknowledges that the number of weekly hours may vary from week to week and the Customer cannot guarantee any allocation of weekly hours.

The total value for the Services pursuant to this SOW shall not exceed £ 3,900.00 + VAT unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value. This figure is based on a maximum of 12 hours per week of professional services over 5 weeks.

Upon completion of this performance period, Provider and Customer will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Bill-to address	Customer Project Manager	Customer cost centre
Sanderson House Poplar Way Sheffield South Yorkshire, S60 5TR	Mark Leeming	

Out-of-pocket expenses/invoice procedures

Payment terms are 30 days from date of a correct and undisputed invoice. Charges are not to be varied unless agreed upon in writing between both parties. Payments for services invoiced that are not received within 60 days from date of invoice will be subject to a 3% penalty per annum.

Completion criteria

Provider shall have fulfilled its obligations when any one of the following first occurs:

- Provider accomplishes the Provider activities described within this SOW, including delivery to Customer of the materials listed in the Section entitled "Deliverable Materials", and Customer accepts such activities and materials without unreasonable objections. No response from Customer within 14 working days of deliverables being delivered by Provider is deemed acceptance.

- Provider and/or Customer has the right to cancel services or deliverables not yet provided with 90 working days advance written notice to the other party.

- Any agreed hours automatically expire after 3 months.

Assumptions

- All relevant administration credentials for existing systems are provided by Gould Hall Computer Services Ltd.

- All data and sources will be treated as confidential.

- Any required access to maintain the above services will not be hindered by lack of credentials or authorization.

Project change control procedure

The process below will follow if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.

- The designated Project Manager of the requesting party (Provider or Customer) will review the proposed change and determine whether to submit the request to the other party.

- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Provider and Customer will mutually agree upon any charges for such investigation, if any. If the investigation is authorised, the Customer's authorised signatory will sign the PCR, which will constitute approval for the investigation charges. Provider will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.

- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorisation will be executed.

- A written Change Authorisation and/or PCR must be signed by both parties to authorise implementation of the investigated changes.

Execution

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

<table>
<tr><td>Gould Hall Computer Services</td><td></td><td>BV IT Solutions Ltd</td></tr>
<tr><td>By:</td><td></td><td>By:</td></tr>
<tr><td>Name:</td><td></td><td>Name: Mark Brugnoli-Vinten</td></tr>
<tr><td>Title:</td><td></td><td>Title: Director</td></tr>
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