



# Project Services

## Service Schedule

June 2026 Edition

Effective from 15 June 2026

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## Revision history

Date	Version	Reason
15 June 2026	June 2026 Edition	First publication of the Lanmark Terms of Business suite (June 2026 Edition).

## 1. Purpose and scope

- 1.1** This Service Schedule sets out the service-specific terms on which Lanmark provides Project Services to the Client. It supplements, and is to be read with, the Lanmark Master Services Agreement (MSA) and the Order Form (and, where applicable, the Project SoW that accompanies the Order Form).
- 1.2** Project Services are one-off scoped engagements that Lanmark performs for the Client. They include (without limitation) cloud transformation and migration, infrastructure modernisation, application implementation, security improvement projects, identity and access management deployments, AI implementation projects and other one-off consulting or implementation engagements. Project Services may be larger Projects scoped via a full Project SoW or smaller Projects (typically three to five Business Days of engineer or consulting time) scoped via a bullet-point summary in the Order Form or quote.
- 1.3** Project Services are distinct from the recurring Services in the rest of the Lanmark suite. They are not delivered on a continuing per-user or per-circuit basis with an Initial Term and Subsequent Term; they have a defined Project Duration and an Acceptance Criteria-based completion mechanism. The commercial framework at Clause 13 reflects that distinction and replaces (for the avoidance of doubt) the standard recurring-service termination charges position used elsewhere in the suite.
- 1.4** Project Services are higher-risk because each Project involves a defined commercial scope, milestones and deliverables. This Schedule is to be read with that in mind, including the Service-specific disclaimers at Clause 9, the Client indemnity at Clause 8 and the per-Project liability cap at Clause 13.5.
- 1.5** Subject to Clause 1.3 of the MSA (order of precedence), this Schedule prevails over the MSA only in respect of the specific Service detail it covers and only where this Schedule explicitly states an override.

## 2. Definitions

The following definitions apply in this Schedule. Defined terms in the MSA have the meanings given to them in the MSA and are not redefined here.

**Acceptance** means the Client's confirmation that the Project has met the Acceptance Criteria, in accordance with Clause 6.6, or the deemed acceptance arising under that Clause.

**Acceptance Criteria** means the criteria identified in the Project SoW (or, for smaller Projects, in the Order Form or quote bullet-point scope) by which the Project is to be judged complete, against which Lanmark issues an Acceptance Notice and against which the Client confirms or notifies failure.

**Acceptance Notice** means Lanmark's written notice to the Client that the Project is complete and ready for the Acceptance window described at Clause 6.6.

**Acceptance Window** means the fourteen (14) day period following the Client's receipt of an Acceptance Notice, as set out at Clause 6.6.

**Business Day** means any day other than a Saturday, Sunday or English bank holiday.

**Cure Period** means the period (not exceeding fourteen (14) days unless the parties agree otherwise in writing) during which Lanmark uses reasonable endeavours to remediate a specific failure of the Acceptance Criteria that Lanmark has accepted in writing as a valid failure under Clause 6.6.3.

**Project** means the scoped engagement identified in the Order Form or Project SoW, as the case may be.

**Project Change** means any change to the scope, deliverables, Acceptance Criteria, Fees, milestones, Project Duration or other material term of a Project, agreed in accordance with the Project Change Response procedure at Clause 6.3.

**Project Change Response** means Lanmark's written response to a Project Change request, as set out at Clause 6.3.

**Project Duration** means the period from the Project Start Date to Acceptance of the Project under Clause 6.6, as estimated in the Project SoW and as varied by any Project Change. Project Duration is a target or estimate identified in the Project SoW, not a guaranteed completion date, unless the Project SoW expressly states it is a fixed commitment.

**Project Fees** means all amounts payable by the Client to Lanmark in connection with the Project, comprising the Project Services Fees plus any Project Change Fees, Cost of Delay amounts, expenses (including reasonable travel, accommodation and subsistence) and any third-party costs that Lanmark procures on the Client's behalf for the Project.

**Project Services Fees** means the professional services Fees identified in the Order Form or Project SoW for Lanmark's delivery of the Project, comprising the fixed-fee and time-and-materials amounts payable for Lanmark engineer, consultant and project management time. Project Services Fees do not include Project Change Fees, Cost of Delay amounts, expenses or pass-through third-party costs.

**Project Start Date** means the date on which the Project commences, being (under Clause 6.1) the date stated in the Order Form or Project SoW or the date on which Lanmark receives the first payment from the Client for the Project, whichever is earlier.

**Project SoW** means the Project Statement of Works (or, for smaller Projects, the bullet-point scope set out in the Order Form or quote) that identifies the scope, deliverables, assumptions, Acceptance Criteria, milestones, Project Fees and Project Duration for the Project.

**Service** means in this Schedule, the Project Services described in this Schedule.

**Support Hours** means Monday to Friday, 8.00am to 6.00pm UK time, excluding English bank holidays. Support Hours apply to Lanmark engagement management for the Service. Some Projects may require Lanmark engineer time outside Support Hours; such time is identified in the Project SoW and charged in accordance with Clause 13.

## 3. Service description

### 3.1 Project engagements

- 3.1.1** A Project comprises Lanmark's performance of the scoped work identified in the Order Form or Project SoW, leading to delivery of the agreed deliverables against the agreed Acceptance Criteria within the agreed Project Duration and for the agreed Project Fees.
- 3.1.2** Projects may cover (without limitation) cloud transformation and migration, infrastructure modernisation, application implementation, identity and access management deployments, security improvement engagements, AI implementation, network reconfiguration, datacentre migration, large-scale device rollouts and one-off advisory or consulting engagements. The specific scope of a Project is identified in the Project SoW (for larger Projects) or in the Order Form or quote bullet-point scope (for smaller Projects, typically three to five Business Days).
- 3.1.3** Project Services are performed by Lanmark engineers, consultants and (where relevant) Lanmark-managed sub-contractors in accordance with Lanmark's standard project methodology, the Project SoW and any technical assumptions identified in the Project SoW.

### 3.2 Project SoW or scope

- 3.2.1** Each Project is scoped in a Project SoW, which forms part of the Order Form. For larger Projects, the Project SoW is a separate Statement of Works document that accompanies the Order Form and identifies the scope, deliverables, assumptions, Acceptance Criteria, milestones, dependencies, Project Fees and Project Duration. For smaller Projects (typically three to five Business Days of engineer or consulting time), the Project SoW may instead be a bullet-point summary of the scope set out in the Order Form or in the HaloPSA-style quote that the Client accepts as the Order Form.
- 3.2.2** The Project SoW controls the Project-specific commercial and operational particulars, including scope, deliverables, assumptions, Acceptance Criteria, milestones, Project Fees, Project Services Fees, Project Duration and any other matter identified in the Project SoW. Where the Order Form or Project SoW conflicts with this Schedule, this Schedule prevails (except for Project-specific particulars that the Project SoW is intended to set). Where the Order Form or Project SoW conflicts with the MSA, MSA Clause 1.3 (order of precedence) applies; the Project SoW cannot override the MSA or this Schedule unless a formal variation is agreed under MSA Clause 28.1.3.

### 3.3 Acceptance Criteria

- 3.3.1** Each Project has Acceptance Criteria identified in the Project SoW. Acceptance Criteria are the objective measures by which the Project is judged complete. They may include functional acceptance tests, deliverable hand-over checklists, successful migration of a defined data set, successful provisioning of a defined environment, sign-off of a defined design, or any other objective measure agreed in the Project SoW.
- 3.3.2** For smaller Projects scoped by a bullet-point summary in the Order Form or quote, the Order Form or quote should include at least a brief acceptance statement, such as 'completion of the listed tasks' or 'handover of the listed deliverables', so that the Acceptance Notice and Acceptance Window at Clause 6.6 can operate. Where the Project SoW does not identify

Acceptance Criteria or a brief acceptance statement, the Project is taken to have Acceptance Criteria equivalent to the substantive completion of the scope identified in the Project SoW (or the Order Form or quote bullet-point scope), as confirmed by Lanmark's Acceptance Notice under Clause 6.6.1.

## 4. In scope and out of scope

### 4.1 In scope

The Service includes:

- (a) the scoped work identified in the Project SoW, performed by Lanmark engineers, consultants and (where relevant) Lanmark-managed sub-contractors;
- (b) the deliverables identified in the Project SoW;
- (c) Lanmark engagement management throughout the Project Duration, including the Project Change Response procedure at Clause 6.3;
- (d) Lanmark's reasonable endeavours to meet the Project Duration and any milestones identified in the Project SoW, subject to Client cooperation and the Cost of Delay principle at Clause 6.5;
- (e) the Acceptance and Post Completion Responsibility mechanisms at Clauses 6.6 and 6.7.

### 4.2 Out of scope

The following are out of scope of the Service and are not provided as part of the Project Fees. Where any of the following is required, it is provided (where Lanmark is able to provide it) as a Project Change under Clause 6.3 or as separately-quoted work:

- (a) any work, deliverable or activity not identified in the Project SoW or in an accepted Project Change;
- (b) ongoing managed support of the in-scope environment after Acceptance (covered by the IT Support Services Schedule where the Client subscribes to it, or by a separately-quoted managed-support engagement);
- (c) third-party licences, hardware, cloud consumption, datacentre fees, carrier fees and any other third-party charges required to deliver the Project (covered by separate Lanmark Service Schedules where applicable, or by direct Client procurement, as identified in the Project SoW);
- (d) post-Acceptance training, change management, business adoption work or organisational change support, beyond any training or documentation expressly identified as a deliverable in the Project SoW;
- (e) remedial work arising from changes the Client (or any party under the Client's instruction or control) makes to the in-scope environment after Acceptance, save as expressly addressed in the Post Completion Responsibility position at Clause 6.7;
- (f) for Projects involving AI implementation, ongoing AI governance, model monitoring, model risk management, regulatory compliance monitoring and any post-deployment AI operational governance are not included unless expressly identified in the Project SoW as deliverables;
- (g) anything stated as out of scope in the Order Form or Project SoW.

## 5. Service Levels

### 5.1 Lanmark engagement targets

**5.1.1** Project Services do not have recurring-service Service Levels. The substantive Service Level for a Project is delivery of the agreed scope and deliverables against the agreed Acceptance Criteria within the agreed Project Duration. Lanmark targets the following service management response times for Project engagements during Support Hours, measured from the time Lanmark accepts the Client communication through the Service Tooling or other agreed Project communication channel. These are targets, not guarantees, and operate alongside (and not in substitution for) the Project Duration target or estimate in the Project SoW (unless the Project SoW expressly states it is a fixed commitment):

Communication type	Target initial response	Notes
Project-affecting issue or blocker	1 Business Day	Where the issue is preventing Lanmark from progressing the Project as scheduled.
Project status query, milestone confirmation, deliverable review	2 Business Days	Lanmark responds with status, deliverable or next steps.
Project Change request from the Client	5 Business Days for Project Change Response	Subject to Clause 6.3. Lanmark issues the written Project Change Response within this target, or as soon as reasonably practicable thereafter where the change is complex.

### 5.2 Service Level measurement and exclusions

- 5.2.1** Lanmark's records held in the Service Tooling and in the Project documentation are the authoritative record of Lanmark Project engagement performance, save in the case of manifest error.
- 5.2.2** Time spent waiting for Client action (including delay in providing access, delay in confirming Acceptance Criteria, delay in approving a Project Change, delay in accepting an Acceptance Notice, delay in providing information, decisions or sign-off, or any other Client-controlled matter) does not count towards any applicable Service Level or Project Duration target, and is governed by the Cost of Delay principle at Clause 6.5.
- 5.2.3** The Service Levels at this Clause 5 are service management targets. They do not give rise to service credits, fee reductions, repayment of Fees or any similar monetary remedy. Where Lanmark fails to meet a Service Level target, Lanmark will use reasonable endeavours to investigate the cause and to remediate the underlying issue so that it does not recur. Subject to Clause 18 of the MSA and Clause 13.5 of this Schedule, this Clause 5.2.3 states the Client's full and exclusive remedy, and Lanmark's only obligation and liability, for non-performance or non-availability of the Service Levels at this Clause 5.

## 6. Operational arrangements

### 6.1 Project commencement

- 6.1.1** The Project commences on the Project Start Date, being the date stated in the Order Form or Project SoW for the Project, or the date on which Lanmark receives the first payment from the Client for the Project, whichever is earlier. Lanmark may withhold commencement of substantive Project activity until Lanmark has received the first payment, where the Order Form, Project SoW or Lanmark's standard project commercial practice so requires.
- 6.1.2** On commencement, Lanmark allocates engineer and consulting resources to the Project, places any required third-party orders and begins the Project work in accordance with the Project SoW. Commercial scoping work, discovery activity and pre-engagement work performed before the Project Start Date are not chargeable to the Client unless the Order Form, quote, Project SoW or written communication from Lanmark identified that work as chargeable or as forming part of the Project Fees before the work was performed. This Clause 6.1.2 operates with Clause 13.3.1(b) to ensure that any pre-commencement work the Client may be liable for on cancellation is objectively identifiable.

### 6.2 Delivery and execution

- 6.2.1** Lanmark delivers the Project in accordance with Lanmark's standard project methodology, the Project SoW and the assumptions identified in the Project SoW. Lanmark may, in its reasonable discretion, vary the precise sequencing, internal phasing, engineer assignment, methodology and tooling of the work, provided the scope, deliverables, Acceptance Criteria and Project Duration are not materially affected.
- 6.2.2** Lanmark uses Lanmark engineers and consultants to deliver the Project. Where Lanmark engages a sub-contractor to perform any element of the Project, the sub-contracting is governed by the MSA position on Sub-Contractors. Lanmark remains responsible for the Project delivery as set out in this Schedule.

### 6.3 Project Change Response procedure

- 6.3.1** The scope, deliverables, Acceptance Criteria, Project Fees, milestones and Project Duration for a Project are fixed at the Project SoW unless varied by a Project Change. A Project Change is a change to any of those items that the Client wishes Lanmark to make, or that Lanmark identifies as necessary or appropriate in light of changed circumstances, new information or third-party constraints encountered during the Project. The Project Change Response procedure at this Clause 6.3 is a Service-specific application of the MSA Change Request mechanism, with additional Project-specific discipline.
- 6.3.2** Where the Client requests a Project Change, the request must be in writing and must describe the change with reasonable particularity. Where Lanmark identifies a Project Change as necessary or appropriate, Lanmark notifies the Client in writing with reasonable particularity.
- 6.3.3** Within five (5) Business Days of receipt of a Project Change request (or as soon as reasonably practicable thereafter, where the change is complex), Lanmark will issue a written Project Change Response. The Project Change Response will identify:

- (a) Lanmark's assessment of the scope, technical feasibility and resource impact of the Project Change;
- (b) the proposed change to the Project Fees (additional Fees, reduction of Fees, or none, as applicable);
- (c) the proposed change to the milestones and Project Duration;
- (d) any change to the Acceptance Criteria or deliverables;
- (e) any new assumptions, dependencies or third-party costs;
- (f) the validity period of the Project Change Response.

**6.3.4** The Project Change is not implemented, and the Project Change does not become part of the Project, until the Client accepts the Project Change Response in writing within its validity period. Until acceptance, Lanmark continues to deliver the Project in accordance with the existing Project SoW; the requested Project Change is not in scope and does not give rise to any Lanmark obligation or liability. Where, in Lanmark's reasonable opinion, continuing the affected workstream while the Project Change is being assessed or awaiting Client acceptance would be impractical, inefficient, technically unsafe or likely to cause avoidable rework, Lanmark may suspend or pause the affected workstream pending resolution of the Project Change; any consequent delay is treated as Client-controlled delay under Clause 6.5 where the underlying need for the change arose from a Client-controlled matter.

**6.3.5** Lanmark may decline to make a Project Change where, in Lanmark's reasonable opinion, the Project Change materially affects the technical feasibility, resource availability or commercial viability of the Project, or where the Project Change requires resources, third-party arrangements or capabilities that are not committed and not commercially available to Lanmark within a reasonable time.

**6.3.6** Default validity period for Third Party Provider-driven Project Changes. Where the Project Change identified by Lanmark in a Project Change Response under Clause 6.3.3 arises because the manufacturer, supplier or vendor of any Hardware, Software, cloud service or other Third Party Provider item identified for implementation under the Project has discontinued, materially modified, withdrawn from sale, patched, issued a new release or version of, or otherwise changed the relevant item (a TPP-driven Project Change), the default validity period of the Project Change Response is three (3) Business Days from the date Lanmark issues the Project Change Response. Lanmark may set a longer or shorter validity period in the Project Change Response, in its reasonable discretion, where the Project Manager considers the three (3) Business Day default is not appropriate to the circumstances of the particular Change (for example, where the Client requires additional time to consult with end users, suppliers or counsel, or where the matter is urgent and a shorter response is required). The actual validity period applied to each TPP-driven Project Change is identified in the Project Change Response in accordance with Clause 6.3.3(f).

## **6.4 Project Assumptions and Client cooperation**

**6.4.1** Each Project SoW is built on a set of Project Assumptions that are necessary for Lanmark to deliver the Project on the agreed scope, Project Fees and Project Duration. Project Assumptions typically include the accuracy and completeness of Client-supplied information, the availability of Client-side resources and stakeholders, the readiness and accessibility of

the in-scope environment, the timely provision of decisions and sign-off by the Client, the availability of any third-party licences, hardware, cloud consumption or carrier connectivity that the Project requires, the absence of any unknown legacy constraints or undocumented dependencies, and any other matter the Project SoW identifies.

- 6.4.2** Where a Project Assumption proves not to hold (for example, where Client-supplied information turns out to be inaccurate, or where the in-scope environment contains an undocumented dependency), Lanmark will notify the Client in writing as soon as reasonably practicable and the parties will deal with the consequence through a Project Change under Clause 6.3 and (where applicable) the Cost of Delay principle at Clause 6.5.

## 6.5 Cost of Delay

- 6.5.1** Project Fees and Project Duration assume the timely cooperation of the Client throughout the Project. The cost of all delays in Client approval, Client decision-making, Client information provision, Client resource availability, Client-controlled environment access, Client sign-off of milestones or Acceptance Criteria, Client acceptance of Project Change Responses, or any other Client-controlled matter is borne by the Client and is recoverable by Lanmark in addition to the Project Fees. Recovery may be by way of additional Lanmark engineer or consulting time charged at Lanmark's then-current rate, additional third-party costs that Lanmark cannot recover, demobilisation and remobilisation costs, or any other reasonable cost Lanmark incurs by reason of the Client-controlled delay.
- 6.5.2** Lanmark notifies the Client in writing of any Client-controlled delay as soon as reasonably practicable, and where the consequence is material, the parties will deal with the consequence through a Project Change under Clause 6.3. For material Cost of Delay amounts invoiced under this Clause 6.5, Lanmark will provide reasonable supporting information (which may include the delayed workstream, affected resources, third-party cost incurred, demobilisation or remobilisation basis, or rate-card reference). Non-material Cost of Delay amounts may be invoiced by Lanmark directly without a formal Project Change, where the amount is reasonably incurred and reasonably evidenced.

## 6.6 Acceptance

- 6.6.1** When Lanmark has substantively completed the Project against the Acceptance Criteria, Lanmark issues the Acceptance Notice to the Client in writing.
- 6.6.2** On receipt of the Acceptance Notice, the Client has the Acceptance Window (fourteen (14) days) to:
- (a) confirm Acceptance of the Project in writing; or
  - (b) notify Lanmark in writing of specific failures of the Acceptance Criteria, identifying the relevant Acceptance Criterion, explaining how the deliverable does not meet it, and providing reasonable supporting detail and evidence where available.
- 6.6.3** Where the Client notifies specific failures under Clause 6.6.2(b), Lanmark will assess them in writing. The Acceptance Window continues to run during Lanmark's assessment unless and until Lanmark confirms in writing that the Acceptance Window is paused for an accepted valid failure; vague, unsubstantiated or disputed objections do not, of themselves, pause the Acceptance Window. Where Lanmark agrees in writing that the alleged failure is a valid

failure of the Acceptance Criteria, Lanmark will use reasonable endeavours to remediate within the Cure Period, after which a restarted Acceptance Window applies only to the remediated item (and not to the whole Project or to any other deliverable that was not the subject of the notified failure). Where Lanmark does not agree in writing that the alleged failure is a valid failure of the Acceptance Criteria, the parties will discuss in good faith; failing agreement, the matter is resolved under the MSA dispute resolution process.

**6.6.4** The Project is deemed accepted on the earliest of:

- (a) the Client's written confirmation of Acceptance under Clause 6.6.2(a);
- (b) expiry of the Acceptance Window without the Client notifying specific failures under Clause 6.6.2(b);
- (c) successful remediation of all agreed valid failures within the Cure Period under Clause 6.6.3 and (where the Acceptance Window has restarted in respect of the remediated item only) expiry of that restarted Acceptance Window without further specific failures notified in respect of the remediated item;
- (d) the Client's use of the Project deliverables (or any material part of them) for live business operations, save where the use is expressly for the purpose of testing under the Acceptance Window. For these purposes, live business operations include (without limitation) production use, live user access to the deliverable, live customer processing on or through the deliverable, migration cutover where the deliverable becomes the operating environment, and any reliance on the deliverable to operate the Client's business.

**6.6.5** On Acceptance (whether actual or deemed), the Project is complete. The Post Completion Responsibility position at Clause 6.7 then applies.

## **6.7 Post Completion Responsibility**

**6.7.1** After Acceptance, Lanmark's continuing responsibility for the Project is limited to the rectification of misconfigurations or defects that arise from Lanmark's own act or omission in the Project delivery and that are notified by the Client to Lanmark in writing within thirty (30) days of Acceptance. The thirty (30) day notice period runs from Acceptance (whether actual or deemed) regardless of whether Lanmark issues a separate reminder to the Client of the date of Acceptance. Where Lanmark, acting reasonably, accepts that a notified item is a Lanmark-caused misconfiguration or defect within the meaning of this Clause 6.7, Lanmark will use reasonable endeavours to rectify the item without further charge.

**6.7.2** Lanmark has no further responsibility for the Project after Acceptance. In particular, and without limitation, Lanmark has no responsibility for any matter where, in Lanmark's sole opinion, the in-scope environment, deliverable or output of the Project has been moved, reconfigured, reinstalled, added to, integrated with, removed from, modified, restored, patched, upgraded, downgraded or otherwise adjusted, or misused, by the Client (or any party acting under the Client's instruction or control) after Acceptance in any way that has (or would have) any adverse impact on the matter complained of.

**6.7.3** Ongoing managed support of the in-scope environment after Acceptance is not part of the Project Services. Where the Client requires ongoing managed support, that support is

supplied under the IT Support Services Schedule (or another applicable Service Schedule) under a separate engagement and separate Fees.

## 7. Client responsibilities

To enable Lanmark to deliver the Project, the Client will:

- (a) provide accurate and complete information about the in-scope environment, the existing arrangements, any legacy constraints, any undocumented dependencies, any third-party touch-points and any other matter that Lanmark reasonably requires to scope and deliver the Project;
- (b) make available the Client-side resources, stakeholders, decision-makers and subject-matter experts that the Project Assumptions identify, on a timely basis and in line with the agreed Project Duration and milestones;
- (c) provide and maintain Lanmark access to the in-scope environment, including network access, administrative credentials (held by Lanmark, not individual Authorised User passwords), tenant access, physical site access (where required) and any other access reasonably required by Lanmark to deliver the Project. The Client must not provide individual Authorised User passwords, secrets or credentials to Lanmark unless Lanmark expressly requests them for a defined Project purpose and a secure process is used;
- (d) make decisions and provide sign-off promptly when requested by Lanmark, in line with the Project Duration and milestones, and accept the Cost of Delay consequence at Clause 6.5 where Client-controlled delay arises;
- (e) procure any third-party licences, hardware, cloud consumption, carrier connectivity or other third-party items that the Project requires (and that Lanmark is not procuring on the Client's behalf), in a timely manner consistent with the Project Duration;
- (f) respond to any Project Change Response within its validity period under Clause 6.3, recognising that Project Changes do not commence until accepted by the Client in writing;
- (g) respond to an Acceptance Notice within the Acceptance Window under Clause 6.6, by either confirming Acceptance in writing or notifying specific failures of the Acceptance Criteria in writing;
- (h) nominate a Project sponsor and a Project contact at the Client to authorise Project requests, accept Project Change Responses, confirm milestones, sign off Acceptance Criteria and receive Project-related communications. Lanmark may rely on instructions, approvals, sign-offs and decisions from the nominated Project sponsor or Project contact unless the Client notifies Lanmark otherwise in writing;
- (i) respond promptly to Lanmark requests for information, access, approval or instructions in connection with the Project;
- (j) notify Lanmark before commencement (and from time to time as relevant during the Project) where the Project will routinely process substantial volumes of special category Personal Data, criminal offence data, children's data or other unusually sensitive data, where the nature of that data affects the configuration, regulatory classification, technical design or security posture of the Project (Clause 10). This includes where the Client provides Lanmark with datasets, exports, prompts, logs,

training or inference data or other deliberately-supplied data that contains such categories, in addition to data incidentally encountered in the in-scope environment;

- (k) comply with all applicable laws and regulations relating to the Project, including (without limitation) data protection, intellectual property, anti-bribery, modern slavery and any sector-specific regulation applicable to the Client's business;
- (l) pay Project Fees and any Cost of Delay amounts and Project Change Fees in accordance with the Order Form, the Project SoW and Clause 13.

Where the Client does not meet a responsibility under this Clause 7, and that failure causes or materially contributes to a delay in the Project, an inability to deliver the Project to the Acceptance Criteria, a Client loss arising in connection with the Project or a third-party claim, Lanmark is not liable for the consequent loss or damage, and the Client's indemnity at Clause 8 applies to the extent set out in Clause 8.

## 8. Indemnification

- 8.1** The Client will indemnify Lanmark against any third-party claim made against Lanmark (including regulatory action by any regulator or supervisory authority, and including claims by employees, customers or counterparties of the Client), and against Lanmark's reasonable costs and expenses (including reasonable legal fees) incurred in connection with such third-party claim or regulatory action, in each case to the extent the claim or action arises out of or in connection with:
- (a) the Client's breach of any obligation under this Schedule, the MSA, the Order Form, the Project SoW, or any third-party licence or terms relevant to the Project (where, in the case of a third-party licence or terms, those licence or terms have been made available to the Client or are generally published by the relevant provider);
  - (b) the Client's failure to provide accurate or complete information about the in-scope environment, the existing arrangements or any other matter that Lanmark reasonably requires for the Project;
  - (c) any data, content, configuration or material that the Client (or any party acting under the Client's instruction or control) provides, controls, places, instructs Lanmark to migrate, copy, transform, configure, deploy or use as part of the Project, in each case where the data, content, configuration or material is unlawful, infringes a third-party right or breaches an applicable law, regulation or acceptable use rule, save to the extent that the relevant act is at Lanmark's instruction or is caused by Lanmark's own unauthorised modification or misuse;
  - (d) the Client's use of the Project deliverables in a manner that is unlawful, infringes a third-party right or breaches an applicable law, regulation or acceptable use rule;
  - (e) any third-party claim or regulatory action arising from the Client's failure to procure, maintain or keep active the third-party licences, hardware, cloud consumption or other third-party items that the Project requires (where those items are the Client's responsibility under the Project SoW).
- 8.2** The indemnity at Clause 8.1 does not apply to the extent that the matter giving rise to the third-party claim or regulatory action is caused by the gross negligence or wilful misconduct of Lanmark, or by Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law. For the avoidance of doubt, the indemnity is given without prejudice to, and does not narrow, the non-excludable carve-outs at Clause 18.1 of the MSA.
- 8.3** The Client's indemnity at this Clause 8 is subject to the per-Project liability cap at Clause 13.5 (which is a Service-specific application of Clause 18 of the MSA) and to the exclusions at Clause 18.3 of the MSA. Clause 18.2.2 of the MSA applies.
- 8.4** Lanmark will give the Client prompt written notice of any third-party claim or regulatory action that may give rise to an indemnity under Clause 8.1, and will not settle or admit liability without the Client's prior written consent (such consent not to be unreasonably withheld or delayed). The Client may take conduct of the defence at the Client's cost where Lanmark gives its prior written approval, such approval not to be unreasonably withheld. Lanmark may refuse approval where, in Lanmark's reasonable opinion, the claim or regulatory action concerns

Lanmark's own legal, regulatory, confidentiality or reputational interests, including (without limitation) any matter involving Lanmark's confidential information, project methodology, other clients of Lanmark, or any direct investigation of Lanmark by a regulator or other authority. Where Lanmark refuses approval, Lanmark will assume conduct of the defence and will keep the Client reasonably informed.

## 9. Disclaimers

- 9.1** Project Services involve scoped one-off engagements. The Service does not guarantee perfect outcomes in every circumstance. In particular, and without limitation, Lanmark does not warrant or guarantee that:
- (a) the Project Duration will be met where Client-controlled delay, third-party delay, Project Assumption failure or other matter outside Lanmark's reasonable control affects the timeline;
  - (b) the Project will achieve any specific commercial, operational, financial or strategic outcome for the Client beyond the delivery of the agreed scope and Acceptance Criteria;
  - (c) the in-scope environment, deliverables or outputs of the Project will be free from defect, security vulnerability or other issue arising from third-party software, third-party hardware, the Client's existing environment, the Client's own configuration choices or factors outside Lanmark's reasonable control;
  - (d) any forecast, estimate or indicative timeline or cost given by Lanmark during the Project (including, without limitation, any discovery output, planning output or interim report) will be met exactly. Such forecasts, estimates and indicative items are based on the information available at the time and may change as the Project progresses; only the Project Fees, deliverables, Acceptance Criteria, milestones and Project Duration set out in the Order Form, Project SoW and any accepted Project Change Response are binding.
- 9.2** Third-party licences, hardware, cloud platforms, carrier services and other third-party items used in connection with the Project are supplied under their own terms. Lanmark does not give any separate warranties (express, implied or statutory) in respect of those items, save to the extent that any such warranty cannot be excluded under applicable law. Lanmark uses reasonable endeavours to procure and integrate such items in accordance with the Project SoW, but does not warrant their underlying operation. This Clause 9.2 does not exclude any warranty or other obligation that cannot be excluded under applicable law.
- 9.3** Subject to Clause 18 of the MSA and Clause 13.5 of this Schedule, Lanmark is not liable for any Project failure, deliverable defect, milestone slippage, cost overrun or other Project shortcoming that is caused by Client-controlled delay, Client information inaccuracy, third-party act or omission, third-party software or hardware fault, environmental conditions, human error of the Client, or any other factor outside Lanmark's reasonable control, except to the extent caused by Lanmark's breach of an express obligation under this Schedule or the MSA, the gross negligence or wilful misconduct of Lanmark, or Lanmark's breach of a non-excludable obligation under the Data Protection Legislation, the MSA or applicable law.
- 9.4** Subject to Clause 18.1 of the MSA (non-excludable carve-outs) and to any reasonableness requirement that applies under the Unfair Contract Terms Act 1977 or other applicable law, Lanmark is not liable for any indirect, consequential, business interruption, loss of profit, loss of revenue, loss of goodwill or loss of anticipated savings arising out of or in connection with the Project. This Clause 9.4 is not intended to expand the MSA exclusions beyond the Service-specific Project context and is the Service-specific operation of Clause 18 of the MSA.

## 10. Data protection particulars

This Clause 10 supplements Clause 13 (Data protection) of the MSA and sets out the Article 28 processing particulars for the Service. Defined terms in Clause 13 of the MSA apply in this Clause. Project Services may involve incidental processing of Personal Data where the in-scope environment contains Personal Data and the Project work touches that environment (for example, migrating mailboxes, configuring identity systems, deploying applications that process Personal Data, or implementing AI workloads that use Personal Data for training, inference or operation).

Article 28 particular	Value for the Project Service
Subject matter of the processing	Provision of the Project Services, comprising the scoped one-off engagement identified in the Order Form or Project SoW, including any incidental processing of Personal Data arising from Lanmark's work on the in-scope environment during Project delivery.
Duration of the processing	For the Project Duration, plus any post-Acceptance period during which Lanmark performs work under Clause 6.7 (Post Completion Responsibility). Temporary Project working copies (including migration datasets, exports, staging copies, rollback copies, test data and AI training or inference datasets created during the Project where the Project SoW expressly includes those activities) are deleted, returned or retained in accordance with the Project SoW, the Client's written instructions, Lanmark's Data Protection and Retention Policy and any applicable Service Schedule for the relevant data. Lanmark-held records relating to Project operation (Project SoW, design documentation, project records, change records, acceptance records, deliverables and incident notes) are governed by Lanmark's Data Protection and Retention Policy. Where Lanmark works on data held in another Service Schedule's scope (for example, M365 Backup, Hosting, PCaaS), the data protection particulars of that Service Schedule continue to govern that data.
Nature and purpose of the processing	Project delivery, including discovery, design, configuration, migration, implementation, testing, deployment and Acceptance. Where the Project involves migration, configuration or implementation work that touches Personal Data, the processing is for the purpose of effecting the Project deliverables in accordance with the Project SoW. Where the Project SoW expressly includes AI implementation activities, Personal Data may be used in prompts, embeddings, test datasets, logs, model outputs or configuration and testing artefacts as required to deliver the Project; AI-related processing is governed by the Project SoW and does not, of itself, imply that Personal Data is required to train or operate a model unless the Project SoW so requires.
Types of Personal Data	Any Personal Data contained in the in-scope environment that the Project work touches, plus Personal Data of Service contacts and Project participants (names, email addresses, contact details, roles) provided to Lanmark to administer the Project, plus any Personal Data that the Client deliberately provides to Lanmark as part of the Project (for example, exported datasets, migration sources, test data, prompts, training or inference data or logs, where the Project SoW expressly includes those activities). Lanmark does not, in the ordinary course of Project delivery, select, filter or curate Personal Data beyond what the Project SoW requires;

	Lanmark accesses Personal Data only to the extent necessary to perform the Project work and to deliver the agreed Acceptance Criteria.
Categories of data subject	Service contacts and Project participants at the Client; Client employees, contractors and customers whose Personal Data is held in the in-scope environment that the Project work touches; test users, pilot users, administrators and migrated users where the Project involves testing, piloting, identity migration or similar; and any other category of data subject identified in the Project SoW.
Documented instructions for processing	Set out in the MSA, this Schedule, the Order Form, the Project SoW, the Lanmark Project documentation produced during execution, and any further written instructions the Client gives Lanmark from time to time.

Where the Project will routinely process substantial volumes of special category Personal Data, criminal offence data, children's data or other unusually sensitive data, and where the nature of that data affects the configuration, regulatory classification, technical design or security posture of the Project, the Client will inform Lanmark before commencement so that appropriate technical and organisational measures (and any Project SoW adjustments) can be confirmed.

## 11. Sub-Processors used in delivering this Service

Lanmark uses Sub-Processors to deliver the Service in accordance with Clauses 13.5 to 13.7 of the MSA. The categories of Sub-Processor used in delivering this Service are:

Category	Role in this Service
Lanmark-engaged Sub-Contractors and specialist consultants	Where Lanmark engages a third-party sub-contractor or specialist consultant to perform any element of the Project, that sub-contractor or consultant is a Sub-Processor where it processes Personal Data on Lanmark's behalf in connection with the Project. Where the sub-contractor or consultant performs work that does not involve processing Personal Data, the engagement is governed by the MSA Sub-Contractor position and the sub-contractor is not a Sub-Processor for the engagement.
Service Tooling provider	Provision of the Lanmark service management and project management systems used to administer the Project, including the Project documentation, change records, ticket records and reporting.
Project Tooling provider	Where Lanmark uses a third-party tool during Project delivery for migration, discovery, assessment, deployment automation, testing, data transfer or similar Project-execution purposes, and that tool processes Personal Data on Lanmark's behalf in connection with the Project, the tool provider is a Sub-Processor in respect of that processing. Project Tooling providers are distinct from target platforms under the next category.
Target platforms used during Project delivery	Where the Project involves migration to, configuration of or deployment on a third-party target platform (for example, a cloud platform, identity provider, application platform or carrier-supplied platform), that target platform provider is not a Lanmark Sub-Processor by reason of being the target of the Project work. The platform provider's relationship with the Client is governed by the platform's own terms and (where applicable) by the relevant Lanmark Service Schedule for that platform.

The current Sub-Processor in each category is identified in the live Sub-Processors List published at [lanmark.com/terms-of-business](https://lanmark.com/terms-of-business). The Sub-Processors List is the authoritative source for the identification of current Sub-Processors, the location of processing and any applicable international transfer mechanism.

## 12. Relationship with Third Party Providers

- 12.1** Projects may involve third-party providers (for example, cloud platform providers, identity providers, application vendors, hardware OEMs, carriers and integrators). Where the Project involves work on, with or against a Third Party Provider's products or services, that Third Party Provider's terms apply to the Client's use of those products or services. Lanmark resells, integrates or configures the Third Party Provider's products or services in accordance with the Project SoW, but does not operate them on the Third Party Provider's behalf save where expressly stated.
- 12.2** Where Lanmark presents a Third Party Provider's product or service under Lanmark's brand or service description as part of a Project, Lanmark's obligations under this Schedule are limited to Lanmark's own design, configuration, integration, deployment and Project engagement responsibilities. The underlying Third Party Provider product or service, including its operational standards, roadmap, security model and pricing, remains the Third Party Provider's. Clause 17 of the MSA applies.
- 12.3** Where the Project depends on a Third Party Provider's product or service, Lanmark's obligations under this Schedule are subject to the Third Party Provider operating its product or service in accordance with its terms. Subject to Lanmark's obligations under Clause 13 of the MSA and the Data Protection Legislation in respect of any Sub-Processors, Lanmark is not liable for any act or omission of the Third Party Provider, including any failure of the Third Party Provider's product or service to operate as expected, any change in the Third Party Provider's terms, any Third Party Provider-imposed end-of-life of a product, or any change in the Third Party Provider's operating model or pricing. Lanmark will use reasonable endeavours to manage any such Third Party Provider matter to the extent it affects the Project, in accordance with the Project Change Response procedure at Clause 6.3. The Client acknowledges that Third Party Provider changes may take effect on the Third Party Provider's timetable (including immediately or mandatorily, for regulatory, security or operational reasons) and may apply before Lanmark is able to give advance notice to the Client; Lanmark will give the Client notice of such changes as soon as reasonably practicable after Lanmark receives notice from the Third Party Provider.

## 13. Service-specific commercial terms

### 13.1 Project Fees and milestone billing

- 13.1.1** The Project Fees for a Project are set out in the Order Form or Project SoW. Project Fees may be fixed, time-and-materials, or a combination of fixed and time-and-materials elements, as identified in the Order Form or Project SoW. Any time-and-materials estimate Lanmark gives is indicative only and does not operate as a fixed cap unless the Order Form or Project SoW expressly states that it is a fixed cap.
- 13.1.2** For Projects with a total Project Fees value greater than ten thousand pounds (£10,000), Lanmark invoices the Project Fees on a milestone basis. The milestones and the Fee schedule attached to each milestone are identified in the Order Form or Project SoW. The billing trigger for each milestone is whatever the Order Form or Project SoW specifies, and a milestone may be time-based (for example, on the Project Start Date), commencement-based, deliverable-based or Acceptance-based. A typical milestone schedule for a fixed-fee Project is fifty per cent (50%) on Project Start Date, forty per cent (40%) on completion of an interim milestone, and ten per cent (10%) on Acceptance, but the actual schedule for a Project is whatever the Order Form or Project SoW identifies.
- 13.1.3** For Projects with a total Project Fees value of ten thousand pounds (£10,000) or less, the Fee schedule is whatever the Order Form, Project SoW or quote identifies, which may be a single invoice on completion, a two-payment split or another straightforward billing arrangement appropriate to the size of the engagement.
- 13.1.4** Project Change Fees, Cost of Delay amounts and Fees for any separately-quoted additional work are identified in the relevant Project Change Response (under Clause 6.3) or in the relevant Lanmark notification, and are invoiced separately at the time the relevant activity is performed or the relevant cost is incurred.
- 13.1.5** Expenses (including reasonable travel, accommodation, subsistence and similar expenses) and any third-party costs that Lanmark procures on the Client's behalf for the Project are charged in addition to the Project Fees on a pass-through basis, as identified in the Project SoW or otherwise notified to the Client in writing. Where reasonably practicable, Lanmark will notify the Client in advance of material travel or accommodation expenses before they are incurred.
- 13.1.6** The Fees referred to in this Clause 13.1 are reviewed by Lanmark from time to time and may be adjusted in accordance with the MSA fee-adjustment provisions (Clauses 7.9, 7.10 and 7.11) for new Projects; the Project Fees for an in-flight Project are fixed by the Order Form or Project SoW and only change through an accepted Project Change Response under Clause 6.3.

### 13.2 Project Duration

- 13.2.1** The Project Duration for a Project is the period from the Project Start Date to Acceptance of the Project under Clause 6.6. The estimated Project Duration is identified in the Project SoW. Project Services do not have an Initial Term or Subsequent Term in the recurring-service sense; the Project ends on Acceptance.

### 13.3 Termination and cancellation

**13.3.1** The Client may cancel a Project at any time before the Project Start Date, on written notice to Lanmark. On cancellation before the Project Start Date, the Client is liable for the following amounts:

- (a) any deposit or up-front Fee paid by the Client to Lanmark, which Lanmark retains;
- (b) Lanmark's reasonable costs incurred for any pre-commencement work performed (including discovery, planning, design or scoping work), to the extent the Order Form, quote, Project SoW or written communication from Lanmark identified that work as chargeable or as forming part of the Project Fees before the work was performed; and
- (c) any committed third-party costs that Lanmark has incurred for the Project and is unable to recover from the relevant third party.

**13.3.2** The Client may terminate a Project for convenience at any time after the Project Start Date, on written notice to Lanmark. On termination for convenience, the Client is liable for the following amounts:

- (a) the Project Fees attributable to the work performed by Lanmark up to the date of termination, calculated on a milestone-pro-rata basis or on a time-and-materials basis (as appropriate to the Project's commercial structure). Lanmark may calculate this amount by reference to completed milestones, percentage completion of in-progress milestones, time recorded, resource allocation, deliverables produced or other reasonable Lanmark records;
- (b) Lanmark's reasonable demobilisation costs (including engineer reassignment, project closure, hand-over of partial deliverables and any other reasonable closure activity); and
- (c) any committed third-party costs that Lanmark has incurred for the Project and is unable to recover from the relevant third party.

**13.3.3** Where the Client terminates a Project for Lanmark's material breach in accordance with Clause 20 of the MSA, the Client is liable for the Project Fees attributable to the work performed by Lanmark up to the date of termination, but not for the items at Clauses 13.3.2(b) and 13.3.2(c) save to the extent any such item relates to work the Client has accepted or used, or from which the Client has received benefit, or which represents non-cancellable third-party costs properly committed by Lanmark before the breach arose.

**13.3.4** Where Lanmark terminates a Project for the Client's material breach (including non-payment of Project Fees beyond the MSA payment cure period), the Client is liable for the items at Clause 13.3.2 as if the Client had terminated for convenience, without prejudice to any other amounts due to Lanmark, any Cost of Delay amounts, any Project Change Fees, any committed third-party costs, any indemnity claim under Clause 8 and any other rights and remedies available to Lanmark under this Schedule, the MSA or applicable law.

**13.3.5** For the avoidance of doubt, the recurring-service termination charges position used elsewhere in the Lanmark suite (Client pays Fees through to the end of the then-current Term on any termination other than for Lanmark material breach) does not apply to Project Services. Project termination is governed by this Clause 13.3 instead.

## 13.4 Direct Debit and invoicing

- 13.4.1** The Client agrees to pay all invoices for the Service by Direct Debit, in accordance with the MSA Direct Debit position for milestone-based and one-off Services. Where the Project commercial structure requires invoicing other than by Direct Debit (for example, very large Projects where bank transfer is operationally appropriate), the Order Form or Project SoW sets out the alternative invoicing arrangement.
- 13.4.2** Each milestone invoice is payable in accordance with the MSA payment terms. Where the Client fails to pay a Project milestone invoice when due, Lanmark may (in addition to the rights and remedies in the MSA) suspend further Project work until the overdue invoice is paid. Suspension is treated as Client-controlled delay for the purposes of Clause 6.5 (Cost of Delay) and may trigger a Project Change Response under Clause 6.3 in respect of the resulting timeline impact. Suspension may affect Project Duration, engineer availability, milestone dates and Project Fees; any remobilisation, resourcing or rescheduling costs Lanmark incurs in restarting the Project after the overdue invoice is paid are recoverable through Cost of Delay or Project Change.

## 13.5 Per-Project liability cap

- 13.5.1** Notwithstanding Clause 18.2 of the MSA but subject always to Clause 18.1 of the MSA (non-excludable carve-outs), Lanmark's aggregate liability under or in connection with each Project is capped at 100% of the Project Services Fees paid and payable by the Client for that Project. For the avoidance of doubt, the cap base is the Project Services Fees only; expenses, pass-through third-party costs, Project Change Fees that are themselves Project Services Fees for the variation work, and Cost of Delay amounts are not aggregated into the cap base. The cap operates per Project, with separate Projects giving rise to separate caps; Project Services Fees are not aggregated across multiple Projects in the same Contract Year for the purpose of calculating the cap.
- 13.5.2** Where the Client engages Lanmark for multiple Projects in the same Contract Year, each Project has its own separate liability cap calculated under Clause 13.5.1; the cap for one Project is not exhausted by liability arising under another Project, and liability arising under one Project does not count against the cap of another Project.
- 13.5.3** This Clause 13.5 is a Service-specific application of Clause 18 of the MSA. Clause 18.1 of the MSA (non-excludable carve-outs) continues to apply notwithstanding this Clause 13.5, and the cap at Clause 13.5.1 is at all times subject to those carve-outs and to any other limit that cannot be excluded under applicable law (including the reasonableness test under the Unfair Contract Terms Act 1977 where it applies). Clauses 18.3 (exclusions) and 18.2.2 of the MSA apply.

## 14. Explicit overrides of the Master Services Agreement

Clause 1.3 of the MSA provides that a Service Schedule prevails over the MSA only in respect of specific service detail and only where the Service Schedule explicitly states an override. The following provisions of this Schedule are explicit overrides of the MSA for the Project Service:

- (a) Clauses 5.1 and 5.2 of this Schedule set the Service-specific Service Level position. Project Services have no recurring-service Service Levels; the substantive performance is delivery of the Project against the Acceptance Criteria within the Project Duration. Lanmark engagement targets are targets not guarantees and do not give rise to service credits, with the Client's remedy being investigation and remediation as set out in Clause 5.2.3. This is a Service-specific application of Clauses 17.4 and 18.4 of the MSA;
- (b) Clause 6.3 of this Schedule sets out a Service-specific Project Change Response procedure that is stricter than, and operates in addition to, the general MSA Change Request mechanism. Project Changes do not commence until Lanmark has issued a written Project Change Response and the Client has accepted it in writing within its validity period; Lanmark may decline a Project Change where it materially affects technical feasibility, resource availability or commercial viability of the Project. This is a Service-specific application of the MSA Change Request mechanism;
- (c) Clause 6.6 of this Schedule sets out a Service-specific Acceptance regime, with a single fourteen (14) day Acceptance Window after Lanmark's Acceptance Notice, a Cure Period for agreed valid failures of the Acceptance Criteria, and deemed Acceptance where the Client does not respond within the Acceptance Window, where remediation cures the agreed failures, or where the Client uses the Project deliverables for live business operations. Clause 6.7 sets a narrow Post Completion Responsibility position limited to Lanmark-caused misconfigurations or defects notified within thirty (30) days of Acceptance (the thirty (30) day clock runs from Acceptance whether actual or deemed). Lanmark, acting reasonably, decides whether a notified item is a Lanmark-caused misconfiguration or defect; Lanmark's sole opinion governs whether the in-scope environment has been changed by the Client in any way that has or would have an adverse impact on the matter complained of;
- (d) Clause 8 of this Schedule sets out a Service-specific indemnity from the Client to Lanmark, limited to third-party claims and regulatory action against Lanmark, and to Lanmark's reasonable costs and expenses incurred in responding, in each case to the extent the claim or action arises from Client-controlled risk in this Service (including inaccurate information, unlawful or non-compliant material or use of the Project deliverables, and failure to procure third-party items that are the Client's responsibility under the Project SoW). The indemnity at Clause 8 is subject to the per-Project liability cap at Clause 13.5 and to the exclusions at Clause 18.3 of the MSA, and is given without prejudice to the non-excludable carve-outs at Clause 18.1 of the MSA;
- (e) Clauses 13.1 and 13.2 of this Schedule set out a Service-specific commercial framework that differs from the recurring-service Schedules: milestone billing for

Projects over £10,000 (as set out in the Order Form or Project SoW), a simpler billing arrangement for Projects of £10,000 or less, no Initial Term or Subsequent Term but a Project Duration ending at Acceptance, and Project Change Fees, Cost of Delay amounts and expenses invoiced separately at the time of incurrence;

- (f) Clause 13.3 of this Schedule sets out a Service-specific termination and cancellation regime that differs from the recurring-service termination charges position used elsewhere in the suite: cancellation before commencement triggers deposit retention plus reasonable pre-commencement costs plus committed third-party costs; termination for convenience during the Project triggers payment for work performed plus reasonable demobilisation costs plus committed third-party costs; termination for Lanmark material breach triggers payment only for work performed (subject to acceptance or use); termination by Lanmark for Client material breach triggers the same items as termination for convenience. The recurring-service Fees-through-to-end-of-Term position does not apply to Project Services;
- (g) Clause 13.5 of this Schedule sets out a Service-specific per-Project liability cap of 100% of the Project Services Fees (Lanmark's professional services Fees only, excluding expenses, pass-through third-party costs and Cost of Delay amounts) paid and payable by the Client for that Project, with the cap operating per Project (not aggregated across multiple Projects in the same Contract Year). This is a Service-specific application of Clause 18.2 of the MSA, subject always to Clause 18.1 of the MSA;
- (h) Clauses 6.5 (Cost of Delay) and 6.4 (Project Assumptions) of this Schedule set out a Service-specific allocation of Client-controlled delay risk to the Client. Client-controlled delay does not count against Lanmark engagement targets or the Project Duration, and the cost of Client-controlled delay is recoverable by Lanmark in addition to the Project Fees.