

Smart DCC Limited

Urgent Work Order Terms and Conditions (“Urgent Work Terms”)

1. These Urgent Work Terms apply only to the provision of the following services to DCC: (i) for the SMETS2 Programme – the provision of Communications Service Provider (CSP) or Data Services Provider (DSP) services; (ii) for the SMETS1 Programme, the provision of SMETS1 Service Provider (S1SP), DSP, Smart Metering System Operator (SMSO) or CSP services and (iii) the provision of DSP for Smart Metering.
2. These Urgent Work Terms are only valid and binding where accompanied with (i) an Urgent Work Scope of Work signed by both parties (“**UW SOW**”); and (ii) an Urgent Work Purchase Order (“**UW PO**”) issued by DCC. A reference to the “**Agreement**” is a reference to the Agreement between the DCC and the Contractor specified in the UW PO. A reference to an “**UW Order**” is a reference to a valid and binding Urgent Work Terms, UW SOW and UW PO collectively.
3. DCC and the Contractor are currently discussing and seeking to agree the Change Request (“**CR**”) and/or Project Request (“**PR**”) referenced in the and the associated Change Authorisation Note (“**CAN**”) and/or Statement of Work Authorisation (“**SOWA**”), including the costs associated with them, in accordance with the requirements of the Agreement and particularly Schedule 8.2 (Change Control) and/or Schedule 8.8 (Projects) (as applicable).
4. In order to meet the requirements of the Programme, it is necessary to instruct the Contractor to commence work on part of the CR and/or PR, pending full and final agreement of the CR and/or PR, and the associated CAN and/or SOWA stated in the UW PO. Accordingly, an UW Order which is valid and binding under clause 2 above constitutes a binding instruction from DCC to the Contractor under the Agreement to perform the Services and/or provide the Equipment specified in the UW SOW up to the value of the UW PO (“**Work**”), subject to these Urgent Work Terms and the Agreement.
5. The Work authorised by such UW Order shall be performed between the dates specified in the UW SOW.
6. All Work delivered under an UW Order and all liabilities relating to the Work shall be deemed delivered under and governed by the Agreement as supplemented the UW Order. The terms of the Agreement and the UW Order are cumulative. The UW Order does not waive or disapply any provision of the Agreement.
7. Within 1 month of the date of issue of the UW Order the parties shall endeavour to discuss and agree the content of the CR and/or PR and the associated CAN and/or SOWA, in accordance with the terms of the Agreement.
8. In the event that a CAN and/or SOWA is not agreed by the date specified in clause 7 above, the Contractor shall be entitled to invoice sums reasonably and properly incurred in connection with the UW Order for the period and up to the amount of the UW PO, quoting the PO reference on their invoice. Such invoice must in all applicable respects comply with the Agreement.
9. In the event that a CAN and/or SOWA is agreed on or before the date specified clause 7 above, DCC shall cancel the UW PO shall be cancelled, and issue a non-UW PO issued for the CAN and/or SOWA under the terms of the Agreement. There shall be no double-counting of sums as between an UW Order and sums due under any related, agreed CAN and/or SOWA
10. Nothing in the UW Order shall be interpreted as acceptance by DCC of any costs proposals by the Contractor in connection with a relevant CR and/or PR, other than those amounts specified and authorised expressly by the UW Order.
11. DCC may instruct the Contractor to cease work under the UW Order at any time whereupon DCC shall be liable to pay for Work delivered under the UW Order up to (and including) the date of cessation, plus the

Contractor's incurred irrecoverable costs, if any. In each case provided such costs are validly incurred and payable in accordance with the Agreement as supplemented by the UW Order.